



**WORKSHOP & REGULAR MEETING  
OF THE TOWN COUNCIL**

**Tuesday, September 5, 2023**

**6:00 PM**

**Little Elm Town Hall**

**100 W Eldorado Parkway, Little Elm, TX 75068**

1. **Call to Order Council Workshop at 6:00 p.m.**
  - A. Discuss **Potential Updates to the Town of Little Elm's Governance Policy.**
  - B. Discuss the **2023 Children's Advocacy Center Gala.**
  - C. Discuss **The Lawn at the Lakefront Rules.**
  - D. Discuss **CWD Residential Contract Market Adjustment.**
2. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
  - A. Invocation.
  - B. Pledge to Flags.
  - C. Items to be Withdrawn from Consent Agenda.

- D. Emergency Items if Posted.
- E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.
- F. **Presentation of Monthly Updates.**  
*Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.*
- G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

3. **Presentations.**

- A. Recognition of **Liberty Mutual Insurance & The Ernie William Agency for their Sponsorship of Little Elm's Juneteenth Event.**
- B. Recognition of **Keep Little Elm Beautiful for Receiving the Governor Community Achievement Award for Year 2023 from Keep Texas Beautiful.**
- C. Present a **Proclamation Declaring September 2023 as Live United Month.**
- D. Present a **Proclamation Declaring September 5 through 9, 2023 as Payroll Week.**
- E. Present a **Proclamation Declaring September 8, 2023 as Lissencephaly Awareness Day.**

4. **Public Comments**

*Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.*

5. **Consent Agenda**

*All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.*

- A. Consider Action to Approve the **Minutes from the August 15, 2023, Regular Town Council Meeting.**
- B. Consider Action to Approve **Resolution No. 0905202301 for All Matters Incident and Related to Providing for the Redemption of Certain Outstanding Obligations of the Town, including the Adoption of a Resolution Pertaining Thereto.**
- C. Consider Action to Approve **Authorized Representatives for the Purpose of Funds Held at TexPool, a Texas Local Government Investment Pool.**
- D. Consider Action to Approve **Ordinance No. 1725 Amending Article III, Municipal Liability, of Chapter 2, Administration, of the Code of Ordinances of the Town of Little Elm, by Amending Section 2-61, Service of Notice of Claim; Providing for a Repealer Clause; Providing a Savings Clause; and Providing an Effective Date.**
- E. Consider Action to Approve **Ordinance No. 1726 Amending Chapter 94 of the Code of Ordinances by Amending Section 94-44 in Article III, Hotel Occupancy Tax, to Provide Requirements for Monthly Reporting and Tax Remittance, and Establish an Effective Date.**
- F. Consider Action to Approve the **Third Amendment to Chapter 380 Economic Development Agreement between the Town of Little Elm and H-E-B, LP.**
- G. Consider Action for **Retroactive Authorization of Emergency Valve Repairs at Mansell Pump Station, with Rangeline Utilities in the Estimated Amount of \$150,000.**
- H. Consider Action to Approve a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Jose Sanchez Correa and Maria del Carmen Sanchez, Property Owners of 217 East Park Drive.**
- I. Consider Action to Approve a **Service Agreement with SPAN, Inc. for Demand Response Transit Services for the 2023-2024 Fiscal Year.**
- J. Consider Action to Approve the **Purchase and Installation of Digital LED Video Wall Equipment from Insane Impact.**

- K. Consider Action to Award **RFQ 2023-06 for Professional Engineering Services and Execute Master Professional Services Agreements.**

6. **Regular Items.**

- A. Hold a Public Hearing, Present, and Discuss the **Town's Proposed 2023 Property Tax Rate for the Town of Little Elm for Fiscal Year 2023-2024.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**REQUIRED LANGUAGE MUST BE READ AT THE CLOSE OF THE PUBLIC HEARING**

*"The Town of Little Elm Council will consider the ordinance to adopt the 2023 Tax Rate for the Town of Little Elm Fiscal Year 2023-2024 at the September 5, 2023, Council Meeting at 6:00pm at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068."*

- B. Present, Discuss, and Consider Action on **Ratifying the Property Tax Revenue Increase Reflected in the Annual Budget for the Fiscal Year (FY) 2023-2024; Beginning October 1, 2023, and Ending September 30, 2024.**

- C. Present, Discuss, and Consider Action on **Ordinance No. 1724 Fixing the Tax Rate and Levy for the Town of Little Elm, Texas, for the Purpose of Paying the Current Expenses of the Town for the Fiscal Year (FY) ending September 30, 2024, and for the Further Purpose of Creating a Sinking Fund to Retire the Principle and Interest of the Bond Indebtedness of the City; Providing for a Lien on All Real and Personal Property to Secure Payment of Taxes Due Thereon; Containing a Severability Clause; Repealing All Ordinances and Parts Thereof in Conflict Herewith; and Providing for an Effective Date.**

**REQUIRED MOTION LANGUAGE (TWO SEPARATE MOTIONS)**

Tax Code 26.05 the motions to adopt an ordinance setting a tax rate must separately approve the maintenance and operations component and the debt service component tax rate.

*"I move that the ad valorem tax rate be increased by the adoption of a tax rate of \$0.440095 on each \$100 of assessed valuation of taxable property for general Town purposes and to pay the current maintenance and operations expenses of the Town of Little Elm, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and to adopt this Ordinance, fixing and levying the same for a total tax of \$0.589900 on each \$100 of assessed valuation. This increase is effectively a 3.50 percent increase in the tax rate."*

*"I move that the ad valorem tax rate of \$0.149805 on each \$100 of assessed valuation of taxable property for the purpose of creating an interest and sinking fund to pay the interest and principal of the valid and outstanding indebtedness, and related fees of the Town of Little Elm, for the fiscal year beginning October 1, 2023, and ending September*



*30, 2024, and to adopt this Ordinance, fixing and levying the same for a total tax of \$0.589900 on each \$100 of assessed valuation.”*

- D. Present, Discuss, and Consider Action on **Ordinance No. 1723 Adopting a Budget and Appropriating Resources for Fiscal Year (FY) 2023-2024; Beginning October 1, 2023, and Ending September 30, 2024; In Accordance with Existing Statutory Requirements; Repealing All Conflicting Ordinances; Containing a Severability Clause; and Providing for an Effective Date.**
- E. Present, Discuss, and Consider Action on a **Developers Agreement between the Town of Little Elm and Kev King and Brighton King located at 15222 King Road, Little Elm, Texas, 75068.**

7. **Convene in Executive Session pursuant to Texas Government Code:**

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. **Reconvene into Open Session**

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town’s response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. **Adjourn.**

**Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.**

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made.

**BRAILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the Town's website this 1st day of September 2023 before 5:00 p.m.**



**Date:** 09/05/2023  
**Agenda Item #:** 1. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Matt Mueller, Town Manager

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**AGENDA ITEM:**

Discuss **Potential Updates to the Town of Little Elm's Governance Policy.**

**DESCRIPTION:**

The Town of Little Elm's Governance Policy is the document that outlines the governance guidelines and procedures for the Little Elm Mayor, Town Council, and Boards and Commissions. This policy was last updated in 2022. Since that time, the Town Council has continued to evolve and refine its expectations for governance and procedures. There have been several items brought up by members of the council that they would like to discuss, as well as items that staff is recommending to add to the policy. These items include:

- Term limits for members of Boards and Commissions;
- Voting vs. Non-Voting Council Liaison assignments;
- Number of Council Members serving on Boards and Commissions, when allowed;
- Rotation of Council Liaison assignments;
- Council Liaison selection process;
- Memberships to organizations for the entire Council or individual Council Members; and
- Travel and training guidelines.

Attached is the current Governance and Boards and Commissions Policies.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff requests direction from Town Council.

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**Attachments**

Governance Policy  
Boards and Commissions Policy





## **LITTLE ELM GOVERNANCE POLICY**

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## **FORM OF GOVERNMENT**

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Refer to Section 2.01 in Form of Government and Powers in the Little Elm Code of Ordinances.

## **PURPOSE**

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The Little Elm Town Council, including Council Members and the Mayor, is the governing body for the Town of Little Elm. Therefore, it must bear the initial responsibility for the integrity of governance. The Council is responsible for its own development (both as a body and as individuals), its own discipline and its own performance. By adopting this policy, the Council acknowledges its responsibility to each other, to the professional Staff, and to the public.

## **GOVERNANCE GUIDELINES**

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The Town Council will govern the Town in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community.

The Town Council shall:

- be responsive to the needs of the residents and the Little Elm Community by providing pro-active visionary and strategic leadership and focusing on the future rather than the past;
- recognize its responsibility to the future generations by developing goals that address the interrelatedness of the social, cultural, and natural characteristics of the community;
- be fiscally responsible with the taxpayer's dollars;
- communicate and serve with respect, dignity and courtesy in relations with Staff, all Council Members, members of the boards, commissions, committees, and the public;
- endeavor to keep the community informed on municipal affairs and encourage communication between residents and the Town Council;
- strive to develop strong working relationships among Little Elm, Denton County, Little Elm ISD, Frisco ISD, Denton ISD, Little Elm Chamber of Commerce, and other community and civic organizations;
- be committed to improve the quality of life for the individual and the community; and
- be dedicated to the faithful stewardship of the public trust and seek to improve the quality and image of public service.

## **GOVERNANCE PRINCIPLES**

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The office of elected official is one of trust and service to the residents of Little Elm. This position creates a special responsibility for the Little Elm Council Members, and the following principles shall govern the conduct of each Council Member. A Council Member shall:

- be loyal to the interests of the residents of Little Elm, superseding conflicting loyalty to advocacy or interest groups, membership on other boards, employment with other organizations, and personal interests as an individual resident of the Town;

- be dedicated to the highest ideals of honor and integrity in all public and personal relationships and conduct themselves, both inside and outside the Town's service, so as to give no occasion for the distrust of their integrity, impartiality or of their devotion to the best interests of the Town and the public trust, to merit the respect and confidence of the residents of Little Elm;
- refrain from any activity or action that may hinder the ability to be independent, objective, and impartial on any matter coming before the Council, such as accepting gifts or special favors;
- not condone any unethical or illegal activity, such as using confidential information for personal gain or misusing public funds or time;
- recognize that public and political policy decisions, based on the approved Strategic Plan, are ultimately the responsibility of the Town Council;
- comply with the Town's Ethics Ordinance (Chapter 2 Article VI of the Little Elm Code of Ordinances) and other applicable rules and state laws governing the conduct of elected officials; and
- conduct business in open meetings for transparency and direct accountability to the residents of Little Elm.



## TOWN COUNCIL

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## **MAYOR: ROLES AND RESPONSIBILITIES**

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The Mayor presides at Council meetings and formally exercises a legislative role equal to that of his or her colleagues. In conjunction with legislative roles, the Mayor may be involved in the preparation of the Council agenda. The Mayor is a member of the Town Council with a vote equal to other members. As part of his or her role, the Mayor shall perform the following duties:

- Preside over the Town Council and serve as the Chair at meetings
- Work to minimize conflict between Council Members and seek to accommodate common ground and consensus among Members when possible
- Represent the Town in meetings with other governmental entities, businesses, community groups, developers, and other entities but realize that the Town is not obligated to any course of action without consideration from the full Council
- Ensure that all members of the Council have the opportunity to be heard during discussion of issues or agenda items
- Issue proclamations to provide groups or individuals special recognition

## **COUNCIL MEMBER: ROLES AND RESPONSIBILITIES**

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The main responsibility of the Town Council is to make policy. By definition, a policy is a course of action for a community. The Town Council serves as the legislative body and adopts policies that determine the broad functions of the Town of Little Elm. The Council has the power to enact ordinances and policies, consistent with state law, usually through the enactment of ordinances and resolutions. In the process of policy making the Council shall:

- Focus on the Vision, Strategic Goals, and Long Term Objectives identified in the Council Strategic Plan
- Analyze community needs, program alternatives, and available resources and arrive at meetings well-informed and prepared
- Make timely and courageous decisions
- Make decisions based on community goals and interest, and not based on personal or political ambitions
- Provide the Town Manager clear direction and expectations to achieve Town goals and objectives
- Give the Town Manager adequate authority to take administrative actions and not interfere with personnel decisions or management functions of the Town
- Hold the Town Manager responsible for the administration of Council policies
- Participate in meetings

## **MAYOR PRO TEM: ROLES, RESPONSIBILITIES, AND SELECTION**

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Within 30 days of the General Election, the Town Council shall elect one of its Members as Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor to perform the duties of the Mayor's office, and who shall, during that time, be vested with all the powers belonging to the Mayor. The term shall be for a period of one year and approved by resolution.

## **COUNCIL LIAISON: ROLES, RESPONSIBILITIES, AND SELECTION**

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Within 30 days of the General Election, the Council shall select its liaisons to boards, commissions, or committees. Liaisons shall serve a term of one year. Prior to each selection process, each Council Member shall submit a questionnaire expressing their desired appointments, qualifications, and availability. Council Liaisons should review the agendas of their board, commission, or committee, understand its projects and activities, and provide reports to the Town Council as necessary. The Council Liaison shall:

- Serve as the primary contact and two-way communications channel between Council and the board, commission, or committee
- Help resolve questions the board, commission, or committee may have about the role of Council, the Council's goals and objectives, municipal government, and the board, commission, or committee
- Establish formal or informal contact with the chairperson of the board, commission, or committee and effectively communicate the role of the liaison
- Provide procedural direction and relay Council's position or previous action to the board, commission, or committee, and communicate to the board, commission, or committee that the liaison's role is not to direct the board, commission, or committee in its activities or work
- Serve as Council contact rather than as an advocate for or ex-officio member of the board, commission, or committee
- Identify and help resolve any problems that may exist with respect to the functioning of the board, commission, or committee
- Facilitate training of new board, commission, or committee members by providing suggestions and relevant information to the Town staff members responsible for providing such training
- Attend board, commission, and/or committee meetings and report back on performance of board members to the Town Council

## **ATTENDANCE REQUIREMENTS**

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A Council Member or the Mayor shall forfeit his or her office if the official lacks at any time during the official's term of office any qualification for the office prescribed by the Charter or by State law, or if the official violates any express prohibition of this section or any other provision of the Charter, or if the official fails to attend three (3) consecutive regular Town Council meetings without being excused by the Town Council. The Town Council shall be the final judge in matters involving forfeiture of office by a Council Member or the Mayor. (Town Charter, Section 3.05)

## **TRAINING**

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The Town Manager's Office shall coordinate and facilitate the orientation of new Council Members and continuing education for the Mayor and Council Members. Each Council Member should make their best attempt to attend one seminar per year. First-time office holders are encouraged to attend trainings specifically related to newly elected officials.

## **GUIDELINES FOR INTERACTION BETWEEN MAYOR AND COUNCIL**

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The Mayor and Town Council members must work as a team and maintain positive and effective relationships with each other in order to provide effective governance to the Little Elm community. It is the duty of the members to promote dialogue; frank, honest, and open communication; consensus; and a good governing environment in which Council Members, including the Mayor, as well as Town staff members can better fulfill their roles as public servants. The Mayor and Council shall treat one another with respect

both in Council meetings and in the community. Refrain from undermining your constituents in community forums or discussions with residents, seek to keep one another informed, and avoid hidden agendas. In order to promote a team-oriented environment of professional conduct, the Council shall:

- Refrain from yelling, name calling, and personal attacks
- Act within legal and ethical guidelines
- Avoid grandstanding or promoting a personal agenda
- Be brief and concise
- Consider an issue, debate it, vote on it, and move on without letting issues carry over
- Look for common ground before seeking out disagreements
- Agree to disagree, when necessary
- Treat everyone with respect and elude resentment

## **MAYOR AND COUNCIL ROLES IN THE COMMUNITY**

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The Mayor and Town Council Members serve as a resource to citizens, as well as representatives of citizen preferences. Each stakeholder should feel they are treated with respect, that their voice is heard, and that the Town has handled the interaction with efficiency. If the Town or Council is unable to meet a stakeholder's needs, the citizen or business representative should leave better educated and with an understanding of the barriers the Town faces. In order to facilitate this, Council Members should:

- Treat citizens and stakeholders with respect
- Act within the roles defined above and in the Town Charter and remain accountable to citizens
- Keep open communication with citizens, and listen and understand concerns before responding
- Be accessible to citizens and the Town of Little Elm community overall
- Serve as an advocate for the Town and the decisions made by the Council
- Become familiar with the community and its needs
- Develop strong working relationships with partners, such as citizens or organizations who serve on Boards or Commissions, publicly support and defend the will of Council, rather than one's individual preferences

## **DECISION-MAKING GUIDELINES**

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Each decision must be made by considering what is best for the municipality as well as the public interest and shall incorporate, to every extent, the overall fundamental approach to democratic governance. Including specialists in various fields and soliciting the opinion of citizen committees may be necessary for reaching a consensus, particularly when introducing new policies or making significant policy change. It is of the responsibility of the Council, as representatives, to convey the preferences of citizens but ultimately to make a decision on what is best for the Town. Any special interest or special interest group impartial to public concerns must not take precedence on any agenda. Decision-making should take place in accordance with:

- The adopted Strategic Plan
- Utilizing an unbiased approach
- Developing well thought out means to achieve the good of the public
- A focus on the issue at hand rather than personalities
- Comprehensive understanding of all sides of the issue before issuing a judgment
- Council members should always ask, "Is this consistent with Council's adopted Strategic Plan?"

## **GUIDELINES FOR COUNCIL INTERACTION WITH ADMINISTRATIVE STAFF**

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Employees should feel as though they are valuable and important to executing the will of the people. Council Members should remain professional and never exceed the authority and relationship guidelines outlined in the Town Charter. The Town Manager should be aware of all requests to town employees, as these employees do not report to Council Members directly.

If a Council Member questions a decision, he or she shall immediately take that concern or disagreement to the Town Manager in a confidential and diplomatic format. Likewise, the Town Manager shall agree to the same commitment. Respect for each other shall remain constant.

- Council Members must not give orders to department heads or to other town employees. If the Council needs operational information, the Town Manager will provide appropriate information in a timely fashion, either directly or through other Town staff
- Action items requested by Council Members of Town employees shall be channeled through the Town Manager's office. A Council Member may make an informational request of a Town employee directly; however the Town Manager should be aware of all communication and copied on all emails
- Council Members should not harass or make unreasonable inquiries of Town employees
- The Town Manager will intervene if such activities are taking place
- Requests for meetings with Town staff shall be coordinated through the Town Manager
- Members of the Town Council do not have the authority to terminate or discipline Town employees other than those who they are responsible for under the Town Charter. Termination and discipline decisions are the sole responsibility of the Town Manager

## **BEHAVIORAL GUIDELINES AND SOCIAL MEDIA**

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The Mayor and members of the Town Council shall always remember they are representatives of the Town of Little Elm at all times and in all circumstances, and, as public officials, their actions are a direct reflection of the Town. Elected officials shall conduct themselves in a professional manner and not engage in any behavior that will paint the Town in a negative light. The Mayor and members of the Town Council are expected to:

- Conduct themselves with dignity
- Refrain from any behavior that may cause embarrassment to the Town
- Refrain from any activity that may give the perception of impropriety or unethical behavior
- Refrain from social media activities that are profane, untruthful, or unnecessarily argumentative
- Refrain from posting or reposting (forwarding) information on social media before facts are verified or an issue has been researched
- Keep it G rated, if there is any question, the answer is probably NO

## **ETHICAL RESPONSIBILITIES AND CONFLICT OF INTEREST**

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Representatives of the Town of Little Elm have a strong ethical responsibility. The Mayor and Council shall be aware of Little Elm's Ethics Ordinance and ensure that they maintain compliance. Officials should also refrain from activities that may be perceived as unethical in nature.

All members of the Town Council, Boards, Commissions, and Corporations shall be familiar with the

requirements of the Town's Ethics Ordinance. The Code of Ethics is located on the Town's webpage (Little Elm Code of Ordinances, Article VI. Code of Ethics), or a copy can be requested through the Town Manager's Office.

Below are some ethical dilemmas to avoid:

- Using the position as an elected official to secure special privileges or exemptions for himself, herself, or others
- Directly or indirectly, giving or receiving any compensation, gift, gratuity, or reward from any sources, except the employing city, for a matter related to the official's services
- Accepting employment or engaging in business that the employer might reasonably expect would require the elected official to disclose confidential information acquired due to his or her position as an elected official
- Disclosing confidential information gained due to position as an elected official, or use of such information for personal gain

## **AGENDA RULES AND MEETING PROTOCOL**

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The Town Council Agenda is the official working guide from which the Council conducts its regular and special meetings. The Agenda, which is prepared by the Town staff and in consultation with the Mayor includes items that require Council action and that deal with policy issues that require Council review and discussion.

Items are usually placed on the agenda at the request of the Town staff. Council Members can work with the Town Manager to have an item placed on the agenda. Below are general guidelines & protocols for meetings and inquiries:

### **AGENDA ITEM INQUIRIES**

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Contact:	• Town Manager's Office
Best Method of Communication:	• Email and/or Phone
Basic Guidelines/Considerations:	<ul style="list-style-type: none"> <li>• Questions regarding specific agenda items should be provided to the Town Manager prior to the meeting so that appropriate time is provided for any research</li> <li>• The Town Manager may consult with the Town Attorney or other Town staff and will provide feedback as quickly as possible</li> </ul>

### **REQUEST FOR A NEW AGENDA ITEM**

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Contact:	• Town Manager's Office
Best Method of Communication:	• Email and/or Phone
Basic Guidelines/Considerations:	<ul style="list-style-type: none"> <li>• Contact the Town Manager or present the request at a Council workshop</li> <li>• The Town Manager may consult with the Mayor regarding the request</li> <li>• Requests for agenda items shall occur no later than noon on the Wednesday preceding the Council meeting.</li> </ul>

## OPEN MEETINGS ACT

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### Basic Guidelines/Considerations:

- The Open Meetings Act generally applies when a quorum of a governmental body is present and discusses public business
- By State Law, the Town Council Agenda must be posted 72 hours in advance of the meeting
- A governmental body must post notice of an open meeting when it receives a briefing from staff unless a specific statutory exception allows an executive session
- The Town Manager will consult with the Town Attorney if direction is needed

### Training:

- Elected and appointed public officials are required by State Law to receive training in Texas open government laws. Online training can be obtained by visiting the Texas Attorney General's Website:  
<https://www.texasattorneygeneral.gov/faq/og-open-government-training-information>

### Reference:

- Texas Government Code § 551.001 (4)(A)

## PARLIAMENTARY AUTHORITY

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### Basic Guidelines/Considerations:

- Roberts Rules of Order shall be consulted regarding parliamentary procedure
- Town Secretary, Town Attorney, and Town Manager can be consulted for questions regarding parliamentary procedure

### Reference:

- Roberts Rules of Order Newly Revised, Latest Edition

## GENERAL COUNCIL MEMBER COMMUNICATION PROTOCOL

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The following protocols can help guide elected officials regarding communications with constituents and staff. In some cases, some basic considerations will help guide the Council Member on the best course of action. The information in the following section is general in nature. If there are any questions or if clarification is needed please consult the Town Manager for additional information.

## BASIC INFORMATION REQUEST (Information Easily Accessible)

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### Contact:

- Town Manager's Office

### Best Method of Communication:

- Email and/or Phone

### Basic Guidelines/Considerations:

- Give clear and concise expectations
- Provide an outline for the information desired
- Provide a timeline for the request

## INFORMATION REQUEST REQUIRING RESEARCH

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Contact:	<ul style="list-style-type: none"> <li>• Town Manager's Office</li> </ul>
Best Method of Communication:	<ul style="list-style-type: none"> <li>• Email and/or Phone</li> </ul>
Basic Guidelines/Considerations:	<ul style="list-style-type: none"> <li>• Same steps as the "Basic Information Request"</li> <li>• Future Council Agenda Item for direction/action for Town Manager</li> </ul>

## COUNCIL POLICY INITIATIVE

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Contact:	<ul style="list-style-type: none"> <li>• Town Manager's Office</li> <li>• Mayor</li> </ul>
Best Method of Communication:	<ul style="list-style-type: none"> <li>• Email and/or Phone</li> </ul>
Basic Guidelines/Considerations:	<ul style="list-style-type: none"> <li>• Contact the Mayor and Town Manager's Office concerning the policy initiative for consideration</li> <li>• Provide as much detail as possible</li> </ul>

## PROCLAMATION REQUEST

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Contact:	<ul style="list-style-type: none"> <li>• Town Manager's Office</li> </ul>
Process:	<ul style="list-style-type: none"> <li>• Submit online form at least one month in advance of the date the proclamation is needed. Mayor has final approval.</li> </ul>

## COUNCIL COMMENDATION

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Contact:	<ul style="list-style-type: none"> <li>• Town Manager's Office</li> <li>• Mayor</li> </ul>
Best Method of Communication:	<ul style="list-style-type: none"> <li>• Email</li> </ul>
Basic Guidelines/Considerations:	<ul style="list-style-type: none"> <li>• Contact the Mayor and Town Manager's Office concerning the recognition for consideration.</li> <li>• Provide as much detail as possible.</li> </ul>

## COMMUNICATION: COUNCIL AND ADMINISTRATIVE STAFF

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Communication from Administration:	<ul style="list-style-type: none"> <li>• Communication from Town staff and administration goes to Mayor and all Council Members through the Town Manager's Office</li> </ul>
Communication to Administration:	<ul style="list-style-type: none"> <li>• Communications from Mayor &amp; Council to staff administration goes through the Town Manager and not directly to members of the staff</li> </ul>

## STAFF CONTACT

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- |                     |  |
|---------------------|--|
| Employee Initiated: | <ul style="list-style-type: none"> <li>• Send communication to Town Manager</li> <li>• Refer to section regarding communications with staff</li> </ul> |
| Council Initiated:  | <ul style="list-style-type: none"> <li>• Beware of legal violation (State Law)</li> </ul>  |

## COMMUNICATION: EMAIL

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- |                |  |
|----------------|--|
| General:       | <ul style="list-style-type: none"> <li>• If responding, do not copy other Council Members</li> <li>• If directed to the Mayor &amp; Council, the Mayor will respond "On behalf of: Mayor &amp; Council"</li> <li>• Each individual has a choice:               <ul style="list-style-type: none"> <li>-Whether to respond or not</li> <li>-Method of the response</li> </ul> </li> </ul> |
| Consideration: | <ul style="list-style-type: none"> <li>• Written communication, including emails, can be requested via the Texas Open Records Act</li> <li>• Any deliberation or discussion should take place in a compliant meeting and not through email communication</li> </ul>  |
| Reference:     | <ul style="list-style-type: none"> <li>• Texas Government Code § 552</li> </ul>  |





## **BOARDS, COMMISSIONS, AND COMMITTEES**

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## **STAFF AND COUNCIL RELATIONS WITH ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES**

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Staff support and assistance may be provided to advisory boards, commissions, and committees. Advisory bodies, however, do not have supervisory authority over Town employees. While Staff may work closely with advisory bodies, Staff members remain responsible to their immediate supervisors and, ultimately, the Town Manager. The members of the commissions, boards, or committees are responsible for the functions of the advisory body. The chairperson is responsible for committee compliance with the municipal code and/or bylaws. Staff members are to assist the advisory boards to ensure appropriate compliance with the Charter, ordinances, state and local laws, and regulations.

Staff support includes: preparation of an agenda; preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and preparation and maintenance of permanent minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. It is important to note that Town Staff seeks to not influence boards, commissions, and committees in their decision making process. Staff should provide information on options considered along with a summary of pros and cons of each option. Staff should provide any prior direction by Town Council on a particular issue to any board, commission, or committee considering the issue.

The role of the Town's boards, commissions, and committees is to perform the specific functions established in state statutes, Town ordinances, resolutions, or minute orders as applicable and to advise the Town Council about the topics assigned.

If a Council Member attends a meeting of a board, commission, or committee, the member shall not take part in the meeting nor address the board in any manner, whether by questions or statements. A Council Member shall not attempt to influence the decisions of boards, commissions, and committees, either directly or indirectly, nor express an opinion to a board, commission, or committee about its actions unless at a Town Council meeting. This policy provision does not apply to a Council Member who is participating as a duly appointed member of a board, commission, or committee.

All instructions to board, commissions, and committees by the Town Council shall be in writing or made on the record at a Town Council meeting.

## **CURRENT BOARDS AND COMMISSIONS**

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**The Planning & Zoning Commission** is the primary advisory board to the Town Council on development issues. These land use matters include rezoning requests, ordinance revisions, approving plats, comprehensive planning, tree preservation, and other issues regarding new growth and existing development in the Town and extraterritorial jurisdiction (ETJ).

**The Board of Adjustment (BOA)** consists of five members and is a quasi-judicial board. It is not a legislative body; thus, it has no authority to amend ordinances, create new laws, nor grant use variances. The board conducts hearings and makes determinations on requests for variances from and special exceptions to the Town of Little Elm Zoning Ordinance, as specified in the ordinance. Historically, the board has made rulings on substandard buildings and amortization cases, although recent state law changes may require revisions to procedure and venue. The board also has the authority to hear and decide appeals where it is alleged that there is an error in an order, requirement, decision, or determination made by any administrative official of the town in the enforcement of the Zoning Ordinance.

**The Little Elm Animal Shelter Advisory Committee** make recommendations to animal services regarding policies and procedures of the animal shelter operations, making recommendations to town council on

revisions to chapter 18 (Animals) of the Little Elm Code of Ordinances, making recommendations to town council on revisions to applicable fees, and general discussion of animal related issues within the town.

## **TYPE A/ TYPE B CORPORATIONS**

Type A/ Type B Corporations exist in the Town of Little Elm to further growth and development in the community. The board members of the corporations are appointed by Town Council and, while they serve in an autonomous fashion, are expected to uphold the goals and objectivities identified by the Council and the adopted Strategic Plan.

If either corporation utilizes Town staff for administrative purposes, Staff members remain responsible to their immediate supervisors and, ultimately, the Town Manager. If either corporation hires its own staff, those staff members are responsible to the board of directors.

**The Little Elm Economic Development Corporation (EDC, 4A)** is charged with attracting new commercial business, new tourism opportunities and new jobs to Little Elm.

**The Little Elm Community Development Corporation (CDC, 4B)** is tasked with the promotion and development of new or expanded business enterprises, parks, and other community projects.

## **COUNCIL APPOINTED COMMITTEES**

From time to time, Council will appoint advisory committees and/or task forces on specific topics to offer citizens an extraordinary opportunity to participate in the Town's governmental affairs and influence public policy in many areas.

## **ROLES AND RESPONSIBILITIES**

Board, Commission, and Committee Members shall:

- Focus on the Vision, Strategic Goals, and Long Term Objectives identified in the Council Strategic Plan
- Analyze community needs, program alternatives, and available resources and arrive at meetings well-informed and prepared
- Make timely and courageous decisions that are based on community goals and interest, and not based on personal or political ambitions
- Participate in meetings



# Boards and Commissions

## Appointment Policy (Updated 08/16/22)

The Mayor and Town Council Members are very interested in you serving as a member of a Town of Little Elm board or commission. As an interested resident and/or community leader, you can provide an invaluable service to the Town through your appointment and participation. Board and commission members volunteer many hours annually, sharing their time and expertise, and learning more about the Town through their appointment. Boards and commissions are established to offer residents and business owners an extraordinary opportunity to participate in the Town's governmental affairs and influence public policy in many areas. The Town has several boards, commissions, and committees that endeavor to reflect the varied interests of our Town's residents.

Some of the Town's boards and commissions are required and established by state law, while others result from provisions of the Town Charter or from local ordinances. A number of the bodies often exercise legal authority in some aspect of Town government. They address such subjects as planning, zoning, transportation, parks, libraries, buildings, and airports. Although many boards and commissions are advisory only, their influence and value can be significant. They make recommendations on a wide range of topics that eventually come before the Town Council.

Several boards and commissions have "sovereign authority," which means the Council has delegated some portion of its legislative authority to a resident board. Indeed, the Town has several "sovereign" boards and commissions that have clear decision-making authority, such as the Town's Planning and Zoning Commission, Board of Adjustment, Economic Development Corporation Board, and Community Development Corporation Board.

Advisory boards and committees are established to work with and through the Town staff to develop policies, procedures, and long range planning of projects that will affect that area of interest. The Town has a variety of advisory boards and committees, some of which are standing boards and committees (that remain in existence year round) and some of which are *ad hoc* boards and committees (which are created on an as-needed basis and which expire once the assigned work has been completed).

Members of the Town's boards and commissions are considered to be "officers" of the Town and, as such, are governed by several local and state guidelines and regulations that affect all boards and commissions, not the least of which is the Town of Little Elm's adopted Ethics Ordinance, the Town of Little Elm's adopted Governance Policy, and state's laws governing Open Meetings, Open Records, Nepotism, and Conflicts of Interest. Moreover, members of Town boards and commissions are expected to conduct themselves, both on and off of the board or commission, so as to give no occasions for distrust or raise questions of integrity.

Our boards and commissions are examining many of the vital issues that face our Town, so

you are encouraged to get involved and become a part of the solution. You have an opportunity to help maintain and improve the quality of life that we desire in Little Elm.

## **Appointment Process**

Application forms for all boards, commissions, committees, and task forces can be accessed and submitted through the Town's website. Applications are considered current for 12 months after their original submittal, after which the application will be removed for consideration and a notice of such action emailed to the applicant. The applicant may reapply and submit a new application.

For those who are considering appointment to a board or commission, it is recommended that they contact the Town Secretary to receive information on the approximate time commitment required, as well as the meeting times and places.

All current members seeking re-appointment to their respective board, commission, and committee must fill out and submit a new application to re-apply for that position.

Interviews for board and commission vacancies will be conducted with the Mayor, Mayor Pro Tem, and the Council Liaison for that board or commission. Any board member serving less than a full-term that is up for renewal would not have to re-interview if they have served less than one year.

Applicants must submit a separate application for each board or commission appointment.

Applicants may not be a current Town employee. However, Town employees may serve as staff liaisons.

## **Minimum Qualifications**

Applicants to sovereign boards or commissions may not be related, within the first two degrees, to an existing board member of the same board or commission.

Applicants must be residents of the Town for at least six months prior to date of appointment to be considered; non-voting ex-officio board appointments are available on some boards and commissions that may be open to non-Town residents.

Applicants must be qualified voters in the Town at the time of appointment, except where provided by State law.

Applicants must not be in arrears to the Town of Little Elm for bills or taxes when proposed nor during their tenure on the board or commission. Failure to remedy such arrears, within five working days of written notification, will result in immediate and automatic disqualification for appointment. A person is not disqualified from board service (not in arrears on Town taxes, water service charges or other obligations owed to the Town) if the person has entered into an agreement (authorized by the Town, state law, or court order) to pay the obligation on a scheduled payment plan and is current on payment under the plan and in compliance with all terms and conditions of the plan.

Applicants must not be adverse parties to pending litigation or a claim against the Town or a Town employee.

Applicants must not be employees or business associates of either an adverse party or a representative of an adverse party to pending litigation or a claim against the Town or a Town employee.

Applicants may not duly serve on multiple boards as a member or ex-officio, but may duly serve in a temporary ad-hoc capacity.

Applicants must submit to a driver's record and criminal history check prior to appointment; failure to retain a clear record (a record without significant criminal violations) may result in immediate and automatic disqualification for appointment.

Applicants must agree to attend sufficient meetings to fulfill their obligations to the board or commission; members who miss 3 consecutive meetings or 1/3rd of the regularly scheduled meetings in a 12-month calendar period (except for personal, family health related reasons, or as excused by the board or commission), will result in immediate and automatic disqualification for appointment. Applicants must have a creditable record of attendance and performance in any previous board or commission service.

Applicants must show some degree of qualification or special interest for participation on the board or commission for which they have applied. Prior participation in Citizen Government Academy, Citizen Policy Academy, and/or Citizen Fire Academy is preferred.

Applicants representing outside agencies must meet the same qualifications as any sitting board or commission member; failure to comply will result in immediate and automatic disqualification for appointment. Appointments proposed for representation of outside agencies will still require a prior presentation before the sitting board or commission for which they applied and concurrence of that board or commission before they may be considered by the Town Council.

If an applicant holds a position with a non-Little Elm board or commission, it will be evaluated on a case-by-case basis to determine if that position would conflict with the duties and responsibilities of the Town of Little Elm board or commission appointment. Members who have already been appointed to a Little Elm board or commission that become appointed to a non-Little Elm board or commission should notify the Chair of that board within 30 days of the new appointment.

Applicants should be present at the meeting when their appointment is considered by the Town Council and must be prepared to answer any questions related to their appointment application.

## **Meeting Information and Schedules**

The following page is a list of meeting schedules for each board and commission for the Town of Little Elm. To confirm that the meeting date, time, and place is accurate for this month's meeting, or to find out what items are on the respective agendas, please call the

Town Secretary at 214-975-0452 or view the agenda on the Town's website.

## Boards and Commission Meeting Schedules

<b>Name</b>	<b>Status</b>	<b>Meeting Schedule</b>	<b>Council Liaison or Appointee</b>	<b>Town Staff</b>
Board of Zoning Adjustment or Appeals	Sovereign	Generally meets 1 <sup>st</sup> Monday of each month, 6 p.m., Town Hall, 100 W Eldorado Parkway, Town Council Chambers	Neil Blais	Planning Manager, 214-975-0472
Community Development Corporation	Sovereign	Quarterly at 6 p.m., Little Elm Recreation Center, 303 Main St., 1 <sup>st</sup> Floor Conference Room	Jeremy Lukas	Community Services Director, 972-377-5564
Economic Development Corporation	Sovereign	Generally Second Monday of the month, 6 p.m., Town Hall, 100 W Eldorado Parkway, 2nd Floor Glass Conference Room	Michael McClellan	EDC Executive Director, 214-975-0455
Planning and Zoning Commission	Sovereign	First and Third Thursday of the month, 6:30 p.m., Town Hall, 100 W Eldorado Parkway, Town Council Chambers	Neil Blais	Planning Manager, 214-975-0472
Tax Increment Financing Reinvestment Board, TIRZ 3, 4, 5, and 6	Sovereign	Meets as needed, 6 p.m., Town Hall, 100 W Eldorado Parkway, Town Council Chambers	N/A	Chief Financial Officer, 214-975-0450
Little Elm Animal Shelter Advisory Committee		Meet as needed	N/A	Director of Community Services, 972-731-3296
Veterans Committee		Quarterly	Jamell Johnson	Town Manager's Office, 214-975-0406







**Date:** 09/05/2023  
**Agenda Item #:** 1. B.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Town Council

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**AGENDA ITEM:**

Discuss the **2023 Children's Advocacy Center Gala.**

**DESCRIPTION:**

Mayor Pro Tem Jamell T. Johnson requested this item be placed on the agenda to discuss the Town Council purchasing a table for the 2023 Children's Advocacy Center Gala on Saturday, September 23, 2023, at the Omni PGA Resort in Frisco. The available sponsorship levels are below:

- Champion Sponsor (\$30,000): Sponsorship benefits include: \*Two premier reserved tables for 10 guest each (20 guests total) \*Sponsor choice of dinner or cocktail hour \*Opportunity to address attendees during event programming \*Full-page ad in event program \*Social media recognition
- Advocate Sponsor (\$15,000): Sponsorship benefits include: \*Two premier reserved table for 10 guests \*Sponsor One Area of Event (Mystery Bags, Valet, Silent Auction, Live Auction) \*Full-page ad in event program \*Social media recognition \*Emcee recognition from stage \*Logo placement during live event program \*Logo placement on event signage
- Community Sponsor (\$10,000): Benefits include: \*One reserved table for 10 guests \*Logo placement during pre-event program \*Full-page ad in event program \*Social media recognition \*Logo placement during live event program
- Neighbor Sponsor (\$6,000): Sponsorship benefits include: \*One Reserved table for 10 guests \*Half-page ad in event program \*Logo placement during pre-event program

Individual tickets are \$300 each.

**BUDGET IMPACT:**

This item is not budgeted for in the current Fiscal Year 2022-2023 budget. If approved, funding for this request would need to be identified.

**RECOMMENDED ACTION:**

Staff requests direction from Town Council.





**Date:** 09/05/2023  
**Agenda Item #:** 1. C.  
**Department:** Administrative Services  
**Strategic Goal:** Maximize community recreation and leisure activities  
**Staff Contact:** Chad Hyde, Director of Community Services

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**AGENDA ITEM:**

Discuss **The Lawn at the Lakefront Rules.**

**DESCRIPTION:**

In preparation for the grand opening of The Lawn at the Lakefront later this month, staff is requesting direction from Town Council regarding the adoption of rules for the area. The proposed rules are:

- No pets
- No glass
- No furniture and equipment with sharp or jagged edges are allowed to be placed on turf
- No tents or canopies
- No tossing or kicking balls or Frisbees during concerts and events
- No unauthorized organized sports or events
- No smoking or vaping
- No outside alcoholic beverages - Alcohol purchased from a Lakefront business is permitted

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff requests direction from Town Council.

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**Date:** 09/05/2023  
**Agenda Item #:** 1. D.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Doug Peach, Deputy Town Manager

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**AGENDA ITEM:**

Discuss **CWD Residential Contract Market Adjustment.**

**DESCRIPTION:**

The Town is currently contracted with CWD Inc. for commercial and residential solid waste collection and disposal. This contract was entered into February 1, 2020. The contract was for a length of 5 years and terms out on January 31, 2025. The contract froze the cost for residential collection and disposal for three years. Beginning October 1, 2022, the contract allowed CWD to petition for any increased cost experienced by CWD for disposal fees only. In other words, CWD is allowed to pass onto the Town increased landfill dumping charges. Based on the formula in the contract, CWD passed on a cost of \$0.21 per residential customer per month beginning October 1, 2022. This year's calculation of increased landfill cost will total \$0.69 per residential customer per month. Town Staff plans to modify the Town's fee ordinance for residential solid waste to reflect an increase in residential solid waste that would pass onto the customer the \$0.21 and \$0.69 for a total of \$0.90 per customer per month. Town Staff will present this ordinance to the Council for consideration at the September 19<sup>th</sup>, 2023, regular Council meeting.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 09/05/2023  
**Agenda Item #:** 3. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maximize community recreation and leisure activities  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Recognition of **Liberty Mutual Insurance & The Ernie William Agency** for their Sponsorship of Little Elm's Juneteenth Event.

**DESCRIPTION:**

The Town of Little Elm extends our appreciation to Liberty Mutual Insurance & The Ernie William Agency for their pivotal role as the title sponsor of our Juneteenth event on June 17, 2023. This collaboration exemplifies the Town of Little Elm, Liberty Mutual Insurance & The Ernie William Agencies commitment to bring the community together to celebrate, educate and commemorate this significant holiday. We express our gratitude for the invaluable partnership that Liberty Mutual Insurance & The Ernie William Agency have provided in making this celebration a resounding success.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 09/05/2023  
**Agenda Item #:** 3. B.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Recognition of **Keep Little Elm Beautiful for Receiving the Governor Community Achievement Award for Year 2023 from Keep Texas Beautiful.**

**DESCRIPTION:**

Keep Texas Beautiful (KTB), in partnership with the Texas Department of Transportation (TxDOT), annually awards the prestigious Governor's Community Achievement Awards to Texas communities for their outstanding overall efforts to keep their communities beautiful. This year, Keep Little Elm Beautiful was recognized for their efforts by KTB.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 09/05/2023  
**Agenda Item #:** 3. C.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Present a **Proclamation Declaring September 2023 as Live United Month.**

**DESCRIPTION:**

Mayor Cornelious will present a proclamation declaring September 2023 as Live United Month.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Attachments**

2023 United Way Proclamation



# ***Proclamation***

**WHEREAS**, United Way of Denton County celebrates 70 years of impact across Denton County in 2023; and

**WHEREAS**, by working together with supporters and collaborators across Denton County, United Way of Denton County improves access to education, economic mobility, and health & mental health for over 42,000 residents annually; and

**WHEREAS**, United Way of Denton County leads the effort to close gaps and open opportunities for every person in Denton County and works with a network of nonprofits, governments, businesses, and donors to respond to our neighbor's immediate needs and seek out better solutions for larger community-wide issues.

NOW, THEREFORE, we declare **September 2023 LIVE UNITED Month** and proudly join United Way of Denton County in calling on all residents of Little Elm to Give, Advocate, and Volunteer as we LIVE UNITED to build a better Denton County for all of us.

Given under my hand and Seal of the Town of Little Elm, Texas, this 5th day of September, 2023.

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Curtis J. Cornelious, Mayor of Little Elm





**Date:** 09/05/2023  
**Agenda Item #:** 3. D.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Present a **Proclamation Declaring September 5 through 9, 2023 as Payroll Week.**

**DESCRIPTION:**

Mayor Cornelious will present a proclamation declaring September 5 through 9, 2023 as Payroll Week.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Attachments**

2023 Payroll Week Proclamation



# *Proclamation*

**WHEREAS**, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

**WHEREAS**, payroll professionals in Little Elm, Texas play a key role in maintaining the economic health of Little Elm, Texas, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

**WHEREAS**, payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and

**WHEREAS**, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

**WHEREAS**, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

**WHEREAS**, the week in which Labor Day falls has been proclaimed National Payroll Week;

NOW, THEREFORE, we declare the week of **September 5 through 9, 2023 Payroll Week** and ask you to join us in giving additional support to the efforts of the people who work in Little Elm, Texas and of the payroll profession.

Given under my hand and Seal of the Town of Little Elm, Texas, this 5th day of September, 2023.

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Curtis J. Cornelious, Mayor of Little Elm



**Date:** 09/05/2023  
**Agenda Item #:** 3. E.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Present a **Proclamation Declaring September 8, 2023 as Lissencephaly Awareness Day.**

**DESCRIPTION:**

Mayor Cornelious will present a proclamation declaring September 8, 2023 as Lissencephaly Awareness Day.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Attachments**

2023 Lissencephaly Awareness Day Proclamation



## ***Proclamation***

**WHEREAS**, Lissencephaly is a rare brain disorder, affecting 1 in 100,000 babies; and

**WHEREAS**, Maylee June is a three-year-old resident of Little Elm who was born with Lissencephaly disorder; and

**WHEREAS**, Maylee June inspired the creation of a non-profit organization “The Maylee June Foundation” that is on a mission to help families across Texas find the help they seek; and

**WHEREAS**, the Maylee June Foundation helps provide financial assistance, food, shelter, transportation, and support for the parents who struggle with the emotional stress of having a child with a chronic illness; and

NOW, THEREFORE, we declare September 8, 2023 as **Lissencephaly Awareness Day** in Little Elm and encourage all residents to learn more about this rare disorder.

Given under my hand and Seal of the Town of Little Elm, Texas, this 5th day of September, 2023.

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Curtis J. Cornelious, Mayor of Little Elm



**Date:** 09/05/2023  
**Agenda Item #:** 5. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Consider Action to Approve the **Minutes from the August 15, 2023, Regular Town Council Meeting.**

**DESCRIPTION:**

The minutes from the August 15, 2023, regular Town Council meeting are attached approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Minutes - August 15, 2023

# DRAFT

Minutes  
Town of Little Elm  
100 W Eldorado Parkway  
Little Elm, Texas 75068  
214-975-0404  
<http://www.littleelm.org>

## REGULAR TOWN COUNCIL MEETING TUESDAY AUGUST 15, 2023 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Mayor Pro Tem Jamell T. Johnson; Council Member Tony Singh; Council Member Lisa G. Norman; Council Member Andrew Evans; Council Member Michel Hambrick

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Shea Rodgers, Chief Information Officer

### 1. Call to Order Council Workshop at 6:00 p.m.

*Meeting was called to order at 6:03 p.m.*

#### A. Present and Discuss an Update on **The Lawn at the Lakefront and Additional Upgrades and Components.**

*Town Council gave staff direction to bring back the video wall for The Lawn with information related to ongoing maintenance costs.*

*Additionally, staff will move forward with design options for a Service Park and will research criteria for organizations who want to participate in placing a monument or something similar in the park. This will not be part of The Lawn at the Lakefront project but will be brought back to Town Council at a future meeting.*

### 2. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

#### A. Invocation.

*Council Member Neil Blais gave the invocation.*

#### B. Pledge to Flags.

- C. Items to be Withdrawn from Consent Agenda.

***None.***

- D. Emergency Items if Posted.

***None.***

- E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

***Mayor Pro Tem Jamell Johnson requested appointments for the Veterans Committee be placed on a future agenda and to open the application process.***

- F. **Presentation of Monthly Updates.**

*Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.*

***Town Manager Matt Mueller stated that with the excessive heat to be mindful of water usage. Council Member Neil Blais recommended a social push regarding the watering of foundation.***

- G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

***None.***

3. **Presentations.**

- A. Recognition of the **Keep Little Elm Beautiful Chalk Art Contest Winners.**

***Mayor Curtis Cornelious and KLEB President Neeraj Madan presented the certificates to the winners.***

- B. Recognition of **Keep Little Elm Beautiful for Receiving the Governor Community Achievement Award for Year 2023 from Keep Texas Beautiful.**

***This item was moved to the next Council Meeting.***

**4. Public Comments**

*Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.*

**None.**

**5. Consent Agenda**

*All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.*

Motion by Council Member Andrew Evans, seconded by Mayor Pro Tem Jamell T. Johnson **to approve the consent agenda.**

**Vote: 7 - 0 - Unanimously**

- A. Consider Action to Approve the **Minutes from the August 1, 2023, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Minutes from the August 2, 2023, Town Council Budget Workshop.**
- C. Consider Action to Approve **Resolution No. 0815202301 Suspending the September 1, 2023, Effective Date of CoServ Gas, LTD.'s Requested Rate Change to Permit the Town Time to Study the Request and Establish Reasonable Rates; Approving Cooperation with Other Cities in the CoServ Service Area, to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any necessary Litigation and Appeals; Requiring Reimbursement of the Steering Committee of Cities served by CoServ Gas' Rate Case Expenses; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel.**
- D. Consider Action to Approve **Resolution No. 0815202302 Approving Certain Project Expenditures for TIRZ 4; Providing a Severability Clause; and Providing an Effective Date.**
- E. Consider Action to Approve **Resolution No. 0815202303 Approving Certain Project Expenditures for TIRZ Six; Providing a Severability Clause; and Providing an Effective Date.**
- F. Consider Action to Approve **Resolution No. 0815202304 Approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2023 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and ACSC's Legal Counsel.**



- G. Consider Action to Approve **Resolution No. 0815202305 Recommending Appointing of Voting Director of Highway 380 Municipal Management District No. 1, Commonly Known as Union Park.**
- H. Consider Actin to Approve the **Third Amendment to Chapter 380 Economic Development Agreement between the Town of Little Elm and H-E-B, LP.**
- I. Consider Action to Approve **Ordinance No. 1716 Approving the 2023-2024 Annual Service Plan Update for the Lakeside Estates Public Improvement District Number Two.**
- J. Consider Action to Approve **Ordinance No. 1717 Approving the 2023-2024 Annual Service Plan Update for the Hillstone Pointe Public Improvement District Number Two.**
- K. Consider Action to Approve **Ordinance No. 1718 Approving the 2023-2024 Annual Service Plan Update for the Rudman Tract Public Improvement District.**
- L. Consider Action to Approve **Ordinance No. 1719 Approving the 2023-2024 Annual Service Plan Update for the Valencia Public Improvement District.**
- M. Consider Action to Approve **Ordinance No. 1720 Approving the 2023-2024 Annual Service Plan Update for the Valencia Public Improvement District Number Two.**
- N. Consider Action to Approve **Ordinance No. 1721 Approving the 2023-2024 Annual Service Plan Update for the Spiritas Ranch Public Improvement District.**
- O. Consider Action to Approve **Ordinance No. 1722 Approving the 2023-2024 Annual Service Plan Update for the Spiritas East Public Improvement District.**
- P. Consider Action to Approve the **Quarterly Investment Report for the Period ending June 30, 2023.**
- Q. Consider Action to Approve the **Additional Improvement Area #1 Projects Landowner Agreement between the Town of Little Elm and Beazer Homes of Texas, L.P.**
- R. Consider Action to Approve the **Additional Improvement Area #1 Projects Landowner Agreement between the Town of Little Elm and D.R. Horton - Texas, LTD.**
- S. Consider Action to Approve the **Economic Development Corporation's (EDC) Budget for Fiscal Year 2023-2024.**
- T. Consider Action to Approve the **Second Amended and Restated Reimbursement Agreement and Performance Agreement between Tax Increment Reinvestment Zone Number Three (TIRZ #3) and the Little Elm Economic Development Corporation (EDC).**
- U. Consider Action to Approve the **Third Amendment to the Ground Lease Purchase Agreement between Little Elm Hospitality, LLC and Little Elm Economic Development Corporation (EDC).**
- V. Consider Action to Approve the **Sales Contract for Lots 8, 9, and 10 at 318 East Park Drive, Little Elm, Texas between Little Elm Economic Development Corporation (EDC) and Lonestar Annex, LLC.**

- W. Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter Ending June 30, 2023.**
- X. Consider Action to Approve a **Facility Use Agreement between the Town of Little Elm and the Little Elm Angels Foundation at Little Elm Park.**

**6. Regular Items.**

- A. Hold a Public Hearing, Present and Discuss the **Proposed Budget for the Town of Little Elm for Fiscal Year 2023-2024.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**Chief Financial Officer Kelly Wilson gave an overview of highlights of the proposed budget that has changed since the budget was filed on August 1, 2023.**

**Open Public Hearing: 7:17 p.m.**

**Receive Public Comments: None**

**Close Public Hearing: 7:18 p.m.**

**7. Convene in Executive Session pursuant to Texas Government Code:**

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

***No Executive Session.***

**8. Reconvene into Open Session**

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.

- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

**9. Adjourn.**

***Meeting was adjourned at 7:18 p.m.***

Respectfully,

**Caitlan Biggs**  
Town Secretary

Passed and Approved this 5th day of September 2023.



**Date:** 09/05/2023  
**Agenda Item #:** 5. B.  
**Department:** Finance  
**Strategic Goal:** Maximize community recreation and leisure activities  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Consider Action to Approve **Resolution No. 0905202301 for All Matters Incident and Related to Providing for the Redemption of Certain Outstanding Obligations of the Town, including the Adoption of a Resolution Pertaining Thereto.**

**DESCRIPTION:**

During the budget and tax rate calculation, the Town is able to retire a portion of the 2013A, Certificates of Obligations from the I&S tax rate. This is built into the FY 2023-2024 budget and tax rate to pay off approximately \$1,000,000 of such obligations. We anticipate the early retirement of debt will provide the Town about \$291,000 of interest expense over the life of the debt. We anticipate paying off all maturities from 2028-2033 and a portion of the 2027 maturity.

This resolution provides the authority for the Town to utilize the callable maturities on such obligations for early retirement.

**BUDGET IMPACT:**

Early retirement will provide interest savings in the amount of \$291,000 over the life of the 2013A debt.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Resolution No. 0905202301

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0905202301

A RESOLUTION providing for the defeasance and redemption of a portion of the outstanding "Town of Little Elm, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2013A" approving and authorizing the deposit of funds in an amount sufficient to defease such obligations; and resolving other matters incident and related thereto; and providing an effective date.

**WHEREAS**, pursuant to an ordinance passed and adopted by the Town Council (the "Town Council") of the Town of Little Elm, Texas (the "Town") on November 5, 2013, (the "Ordinance"), the Town has heretofore issued and there is currently outstanding certain obligations more particularly described as follows: "Town of Little Elm, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2013A" dated November 1, 2013, in the original principal amount of \$3,000,000 (the "Obligations"); and

**WHEREAS**, the Obligations are currently outstanding in the principal amount of \$1,765,000 and mature on August 1, 2025, August 1, 2027, August 1, 2029, August 1, 2031 and August 1, 2033; and

**WHEREAS**, the Obligations maturing on and after August 1, 2025 are subject to optional redemption on August 1, 2023, or any date thereafter identified by the Town (the "Redemption Date"); and

**WHEREAS**, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended, and the provisions of the Ordinance, the Town is authorized and empowered to deposit funds directly with the place of payment for the Obligations, or other authorized depository, and enter into an escrow or similar agreement for the safekeeping, investment, reinvestment, administration, and disbursement of such deposit of funds, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and full payment of the Obligations; and

**WHEREAS**, the Town Council hereby finds and determines that the payment, defeasance, and the redemption of the Obligations should be authorized and approved; and

**WHEREAS**, the Town Council further finds and determines that the Obligations should be redeemed prior to maturity on the date and in the manner hereinafter provided and in accordance with the requirements prescribed therefor and notice of redemption of such Obligations should be approved and authorized to be given at this time by the Town Council.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

**SECTION 1:** A portion of the Obligations in an amount not less than \$900,000 (but to include such additional amounts due to availability of funds, as hereinafter described), eligible to be redeemed on the Redemption Date (the "Redeemed Obligations"), is hereby called for redemption and shall be redeemed on the Redemption Date. The Town Council hereby authorizes and directs the Mayor, Mayor Pro Tem, Town Manager, or Finance Director to determine the Redemption Date and the principal amount of Redeemed Obligations to be redeemed on the Redemption Date; provided, however, that in no case shall the principal amount

of Redeemed Obligations be less than \$900,000. The direction to redeem the Redeemed Obligations is irrevocable upon adoption of this Resolution (the "Redemption Resolution"). A notice of redemption for the Redeemed Obligations shall be prepared and delivered to the registered owners of the Redeemed Obligations as required by the Ordinance. As directed by the Mayor, Mayor Pro Tem, Town Manager, or Finance Director, the Town shall transfer on or before the Redemption Date its lawfully available funds to The Bank of New York Mellon Trust Company, N.A., the paying agent/registrar for the Obligations, to effectuate the redemption of the Redeemed Obligations. Alternatively, the Town may transfer its lawfully available funds to an escrow agent in an amount sufficient (when combined with investment earnings on such initial deposit) to pay all costs of interest due and owing on the Redeemed Obligations from the time of such deposit to the Redemption Date, plus the principal amount of such Redeemed Obligations due and owing at such time of redemption. Upon the making of such deposit, the Redeemed Obligations will be determined to have been defeased and, as a result, discharged and no longer considered outstanding as an obligation of the Town in accordance with applicable Texas law except for the purpose of receiving payment when due thereon.

SECTION 2 The Mayor, Mayor Pro Tem, Town Manager, or Finance Director are authorized and instructed to give notice of redemption described herein to the paying agent/registrar for the Redeemed Obligations, called for early redemption, for further delivery thereby to the holders of such Redeemed Obligations, as provided in the Ordinance. The Town Secretary is hereby authorized and directed to file a copy of this Redemption Resolution, together with a suggested form of notice of redemption to be sent to holders of the Redeemed Obligations, with The Bank of New York Mellon Trust Company, N.A., the paying agent/registrar for the Redeemed Obligations, in accordance with the redemption provisions applicable to such Obligations.

SECTION 3: The Mayor, Mayor Pro Tem, Town Manager, or Finance Director are hereby authorized and directed to make all arrangements necessary to notify the holders of such Redeemed Obligations of the Town's decision to redeem such Obligations on the date and in the manner herein provided and in accordance with the Ordinance.

SECTION 4: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 5: This Resolution shall be in force and effect from and after its passage on the date shown below.

*[remainder of page intentionally left blank]*

PASSED AND ADOPTED, this September 5, 2023.

TOWN OF LITTLE ELM, TEXAS

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Mayor

ATTEST:

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Town Secretary

APPROVED AS TO FORM:

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Town Attorney



**Date:** 09/05/2023  
**Agenda Item #:** 5. C.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Consider Action to Approve **Authorized Representatives for the Purpose of Funds Held at TexPool, a Texas Local Government Investment Pool.**

**DESCRIPTION:**

The Town Council and Boards of Directors of the Districts or Corporations appoint the Town's Chief Financial Officer and Assistant Finance Director as the "Investment Officers" of the Entities as stated in the adopted Investment Policies approved 12/20/2022. This item is to update the authorized representatives for the Town.

The Town has the following bank and investment accounts that allow the Town to transact various financial transactions.

Investment Portfolio by Type:

- Money Markets – Independent Financial
  - Consolidated Cash
  - Payroll Clearing
  - Flex Medical
  - ARPA
- TexPool/TexPool Prime
- LOGIC Prime

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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## **Attachments**

TexPool Resolution-authorized representatives



# Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

## \* Required Fields

### 1. Resolution

#### WHEREAS,

Town of Little Elm, Texas

77376

Participant Name\*

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Betty Pamplin Assistant Finance Director

Name Title

2149750409 9723775540 bpamplin@littleelm.org

Phone Fax Email

Betty Pamplin

Signature
2. Kelly Wilson CFO

Name Title

2149750415 9723775540 kwilson@littleelm.org

Phone Fax Email

Kelly Wilson

Signature
3.

Name Title

Phone Fax Email

Signature

## 1. Resolution (continued)

4.

Name

Title

Phone

Fax

Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Kelly Wilson

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name

Title

Phone

Fax

Email

- D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 05 day of September, 2023.

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

Town of Little Elm, Texas

Name of Participant\*

**SIGNED**

**ATTEST**

Signature\*

Signature\*

Curtis Cornelious

Caitlan Biggs

Printed Name\*

Printed Name\*

Mayor

Town Secretary

Title\*

Title\*

## 2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

**Email:** [texpool@dstsystems.com](mailto:texpool@dstsystems.com)

**Fax:** 866-839-3291



**Date:** 09/05/2023  
**Agenda Item #:** 5. D.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Consider Action to Approve **Ordinance No. 1725 Amending Article III, Municipal Liability, of Chapter 2, Administration, of the Code of Ordinances of the Town of Little Elm, by Amending Section 2-61, Service of Notice of Claim; Providing for a Repealer Clause; Providing a Savings Clause; and Providing an Effective Date.**

**DESCRIPTION:**

In a review of the Town's Code of Ordinances, the address for the Notice of Claims needs to be updated to reflect the current address of Town Hall. This item will amend the Code of Ordinances to replace "100 Hardwicke Lane" with "100 Eldorado Parkway".

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Ordinance No. 1725

**TOWN OF LITTLE ELM, TEXAS  
ORDINANCE NO. 1725**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING ARTICLE III, "MUNICIPAL LIABILITY," OF CHAPTER 2, "ADMINISTRATION," OF THE CODE OF ORDINANCES OF THE TOWN OF LITTLE ELM, BY AMENDING SECTION 2-61, "SERVICE OF NOTICE OF CLAIM"; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 2, Article III, of the Town's Code of Ordinances ("Code") addresses municipal liability and the requirement that a written notice of any claim be provided to the Town; and

**WHEREAS**, Code Section 2-61 requires that such notice be provided to the Town Secretary at an address no longer utilized by the Town Secretary; and

**WHEREAS**, this ordinance seeks to amend Code Section 2-61 to update the current address for the Town Secretary.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF LITTLE ELM, TEXAS:**

**SECTION 1**

**INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2**

**AMENDMENT**

That the Town of Little Elm Code of Ordinances, Chapter 2, "Administration, Article III, "Municipal Liability," Section 2-62, "Service of Notice of Claim," is hereby amended (with the added language indicated by underlining and the stricken language indicated by ~~strike-throughs~~) to read as follows:

**Sec. 2-61. Service of notice of claim.**

All notice required by this article shall be effectuated by serving them upon the town secretary at the following locations: ~~101 Hardwicke Lane~~, 100 W. Eldorado Parkway, Little Elm, Texas and all such notices shall be effective only when actually received in the office of the person named above.

### **SECTION 3**

#### **CUMULATIVE REPEALER**

That this ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this ordinance. Ordinances or parts thereof in force at the time this ordinance shall take effect and that are inconsistent with this ordinance are hereby repealed to the extent that they are inconsistent with this ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such ordinance on the date of adoption of this ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the ordinance shall remain in full force and effect.

### **SECTION 4**

#### **SEVERABILITY CLAUSE**

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole. Town Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

### **SECTION 5**

#### **EFFECTIVE DATE**

This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, on this the 5<sup>th</sup> day of September, 2023.**

\_\_\_\_\_  
Curtis J. Cornelious, Mayor

ATTEST:

\_\_\_\_\_  
Caitlan Biggs, Town Secretary



**Date:** 09/05/2023  
**Agenda Item #:** 5. E.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Consider Action to Approve **Ordinance No. 1726 Amending Chapter 94 of the Code of Ordinances by Amending Section 94-44 in Article III, Hotel Occupancy Tax, to Provide Requirements for Monthly Reporting and Tax Remittance, and Establish an Effective Date.**

**DESCRIPTION:**

In December 2007, Town Council approved Ordinance 874 which established a tax collection and reporting process for Short Term Rentals. This item will amend the current ordinance to:

- Require Short Term Rentals which owe more than \$500 in hotel occupancy taxes for a calendar month or \$1,500 in hotel occupancy taxes for a calendar quarter to report and remit monthly, consistent with Section 156.151 of the Texas Tax Code.
- Establish a due date for monthly reporting of the 20th of the month following the end of each calendar month consistent with Section 156.151 of the Texas Tax Code.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Ordinance No. 1726

**TOWN OF LITTLE ELM, TEXAS**

**ORDINANCE NO. 1726**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 94 OF THE CODE OF ORDINANCES BY AMENDING SECTION 94-44, ENTITLED “QUARTERLY REPORTS; PAYMENTS” BY REQUIRING MONTHLY REPORTS AND PAYMENTS BY CERTAIN HOTELS CONSISTENT WITH STATE LAW; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 351 of the Texas Tax Code authorizes the Town Council of the Town of Little Elm, Texas, to impose a hotel occupancy tax at the rate of seven percent (7.0%); and

**WHEREAS**, the Town Council of the Town of Little Elm, Texas, finds and determines the ordinance is in the best interest and public health, safety, and welfare of the citizens of the Town of Little Elm, Texas.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:**

**Section 1.** Incorporation of premises. The above and foregoing premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2.** That Chapter 94, of the Code of Ordinances of the Town of Little Elm, Texas, is hereby amended by amending Section 94-44, entitled “Quarterly reports; payments,” which shall read as follows

**“Sec. 94-44. Quarterly or Monthly reports; payments.**

- (a) A quarterly period under this section is based on the Town’s fiscal year, with the first quarter beginning on October 1 and ending on December 31.
- (b) On or before the last day of the month following each quarterly period, a person required to collect the tax imposed under this article shall:
  - (1) file a written report with the Town for that quarterly period, with a copy of the report for state hotel occupancy taxes required by Section 156.151 of the Texas Tax Code, as amended, for the same quarterly period; and
  - (2) pay the tax due for the quarter.



- (b-1) Notwithstanding subsection (b) for hotels which owe more than \$500 for a calendar month or \$1,500 for a calendar quarter to the State Comptroller's office, the hotel shall remit monthly to the Town the tax imposed under this article on or before the 20th day of the month following the end of each calendar month consistent with Section 156.151 of the Texas Tax Code.
- (c) A report under this section shall be in the form prescribed by the Town and shall include:
  - (1) the total consideration paid for rooms subject to the tax in the preceding quarter or month, as applicable;
  - (2) the total amount of tax collected; and
  - (3) the total amount of tax exemptions granted.
- (d) If requested by the Town, a person responsible for collecting the tax shall provide the Town with:
  - (1) the names, addresses, and identification relied upon to grant an exemption from the tax; and
  - (2) any other information the Town may reasonably require.
- (e) The Town Manager may request, and a person required to collect the tax shall provide within a reasonable time, additional documentation verifying the information contained in the report to the Town."

Section 3. Savings. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

Section 4. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas  
this the 5th day of September, 2023.

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Curtis Cornelious, Mayor

**ATTEST:**

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Caitlan Biggs, Town Secretary

**APPROVED AS TO FORM:**

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Robert F. Brown, Town Attorney



**Date:** 09/05/2023  
**Agenda Item #:** 5. F.  
**Department:** Administrative Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Jennette Espinosa, EDC Executive Director

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**AGENDA ITEM:**

Consider Action to Approve the **Third Amendment to Chapter 380 Economic Development Agreement between the Town of Little Elm and H-E-B, LP.**

**DESCRIPTION:**

Details of the amended changes are as follows:

**Project Development Condition:**

HEB will satisfy the "**Project Development Condition**" if HEB (i) acquires the Property, (ii) obtains a final recorded plat of the Property if required by applicable law, and (iii) commences construction of the Project on or before **June 1, 2029**. Previous deadline was **June 1, 2027**.

**New Road Construction Condition:**

HEB will satisfy the "**New Road Construction Condition**" if (i) HEB designs and constructs the entire width of the New Road at the intersection of the New Road and FM 720 within New Road Right-of-Way (ROW) which shall have been acquired by the Town, and also a portion of the northern one-half of the New Road; (ii) upon completion of the Northern Half, HEB dedicates the Northern Half to the Town; and (iii) upon completion of the Northern Half, HEB assigns to the Town any contractor warranties related to the construction of the Northern Half that are assignable. The Town's new deadline to **acquire the entire New Road ROW** is prior to **May 17, 2025**.

HEB has shared that the Little Elm location is in the cue for consideration and should have an update regarding construction in the next two years.

**BUDGET IMPACT:**

Currently, the budget impact on this item is unknown as the Town is going to condemnation on the necessary Right-of-Way. The cost will be determined in court at a later date.

**RECOMMENDED ACTION:**

Staff recommends approval.

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### **Attachments**

HEB Third Amendment

**TOWN OF LITTLE ELM, TEXAS,  
AND  
H-E-B, LP  
THIRD AMENDMENT TO  
CHAPTER 380 ECONOMIC DEVELOPMENT  
PROGRAM AND DEVELOPMENT AGREEMENT**

This **THIRD AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND DEVELOPMENT AGREEMENT** (hereinafter referred to as the “Third Amendment”) is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality (“**Town**” or “**Little Elm**”), and **H-E-B, LP**, a Texas limited partnership, formerly known as HEB Grocery Company, LP (“**HEB**”).

**RECITALS:**

**WHEREAS**, on or about **May 17, 2016**, the Town and HEB entered into certain Chapter 380 Economic Development Program and Development Agreement (hereinafter referred to as the “Original Agreement”) pertaining to a certain Project (as defined therein) and a certain Property (as defined therein); and

**WHEREAS**, on or about **June 7, 2018**, the Town and HEB entered into an Amendment to Chapter 380 Economic Development Program and Development Agreement (hereinafter referred to as the “First Amendment”) pertaining the Project; and

**WHEREAS**, on or about **May 11, 2020**, the Town and HEB entered into a Second Amendment to Chapter 380 Economic Development Program and Development Agreement (hereinafter referred to as the “Second Amendment”) pertaining the Project; and

**WHEREAS**, the Town and HEB now desire to amend the Original Agreement, First Amendment, and Second Amendment as set forth in this Third Amendment to better address the mutual obligations of the parties.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and HEB agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Third Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

## SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT AND ANY AMENDMENTS.

- (a) **Amendment to Original Agreement.** That Section 4.1(a) of the Original Agreement, as amended by the First Amendment, and Second Amendment is hereby amended to read as follows:
- “(a) **Project Development Condition.** HEB will satisfy the “**Project Development Condition**” if HEB (i) acquires the Property, (ii) obtains a final recorded plat of the Property if required by applicable law, and (iii) commences construction of the Project on or before **June 1, 2029**. Except as otherwise stated in this Agreement, the development of the Project shall be subject to all Little Elm ordinances, rules, regulations, policies, fees and charges. For purposes of this Agreement, “**commence**” or “**commencement**” mean the issuance of permits by Town for site earthwork or utility work.”
- (b) **Amendment to Original Agreement.** Exhibit B of the Original Agreement is hereby replaced for all purposes with **Exhibit “B”** attached to this Third Amendment.
- (c) **Amendment to Original Agreement.** Exhibit D of the Original Agreement is hereby replaced for all purposes with **Exhibit “D”** attached to this Third Amendment and Section 4.1(c) of the Original Agreement, as amended by the First Amendment, and Second Amendment is hereby amended to read as follows:
- “(c) **New Road Construction Condition.** HEB will satisfy the “**New Road Construction Condition**” if (i) HEB designs and constructs the entire width of the New Road at the intersection of the New Road and FM 720 within New Road ROW which shall have been acquired by the Town, and also a portion of the northern one-half of the New Road as depicted in **Exhibit “D”** (together, the “**Northern Half**”); (ii) upon completion of the Northern Half, HEB dedicates the Northern Half to the Town; and (iii) upon completion of the Northern Half, HEB assigns to the Town any contractor warranties related to the construction of the Northern Half that are assignable. Notwithstanding any other provision contained herein, it is expressly understood that HEB shall be relieved of all requirements or conditions hereunder to satisfy the New Road Construction Condition and the New Road Construction Condition shall be deemed satisfied for all purposes hereunder if the entire New Road ROW has not been acquired by Town prior to **May 17, 2025**. Notwithstanding the foregoing, if HEB elects, in its sole discretion, to design and construct portions of the New Road in addition to the Northern Half, then such improvements constructed by HEB shall also be deemed part of the Northern Half for purposes of this Agreement.

For purposes hereof, the “**HEB Performance Conditions**” shall mean the Project Development Condition, the US 380 Condition and the New Road Construction

Condition, collectively.”

- (d) **Amendment to Original Agreement.** That Section 4.2(b) of the Original Agreement, as amended by the First Amendment, and Second Amendment is hereby amended to read as follows:

“(b) **Funding of New Road ROW.** If Town acquires the New Road ROW prior to **May 17, 2025**, then HEB shall reimburse Town for the reasonable, out-of-pocket costs actually incurred by the Town to acquire the New Road ROW, including costs for appraisals, surveys and reasonable legal expenses (collectively, the “**ROW Acquisition Costs**”). HEB agrees, in such circumstance, to reimburse Town for its ROW Acquisition Costs within thirty (30) calendar days following on the Town’s acquisition of the New Road ROW, subject to reimbursement under Section 5(c).”

- (e) **Amendment to Original Agreement.** The notice address provided in Section 9(i) of the Original Agreement is hereby amended to read as follows:

“Notices to HEB shall also provide for a copy to:

Golden Steves & Gordon LLP  
Attn: Ami E. Gordon  
200 E. Basse Road, Suite 200  
San Antonio, Texas 78209  
(210) 745-3700”

### **SECTION 3. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Third Amendment:

- (a) **Amendments.** This Third Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Third Amendment. No alteration of or amendment to this Third Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Third Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Third Amendment shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** Neither Party shall have the right to assign its rights and/or obligations under this Third Amendment, or any interest herein, without the prior written consent of the other Party.

- (d) **Binding Obligation.** This Third Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Third Amendment on behalf of the Town has full authority to execute this Third Amendment and bind the Town to the same. HEB warrants and represents that the individual executing this Third Amendment on HEB's behalf has full authority to execute this Third Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Third Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Third Amendment.
- (f) **Counterparts.** This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the "Effective Date") of this Third Amendment shall be the date of the latter to execute this Third Amendment by and between the Town and HEB.
- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, First Amendment, Second Amendment, and any other amendments remain in full force and effect except where specifically modified by this Third Amendment.
- (i) **Severability.** The provisions of this Third Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Third Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Third Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Third Amendment.

**[The Remainder of this Page Intentionally Left Blank]**



**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed.

**TOWN:**

**TOWN OF LITTLE ELM, TEXAS,**  
a Texas home-rule municipality,

By: \_\_\_\_\_

Curtis J. Cornelious, Mayor

Date Signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Caitlan Biggs, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert F. Brown, Town Attorney

**STATE OF TEXAS**

§

§

**COUNTY OF DENTON**

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Curtis J. Cornelious, Mayor of the Town of Little Elm, Texas, a Texas home-rule municipality,  
on behalf of said Texas municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**HEB:**

**H-E-B, LP,**

a Texas limited partnership,

By: \_\_\_\_\_

Benjamin R. Scott

Group Vice President of Real Estate and

Shopping Center Development

Date Signed: \_\_\_\_\_

**STATE OF TEXAS**

§

§

**COUNTY OF BEXAR**

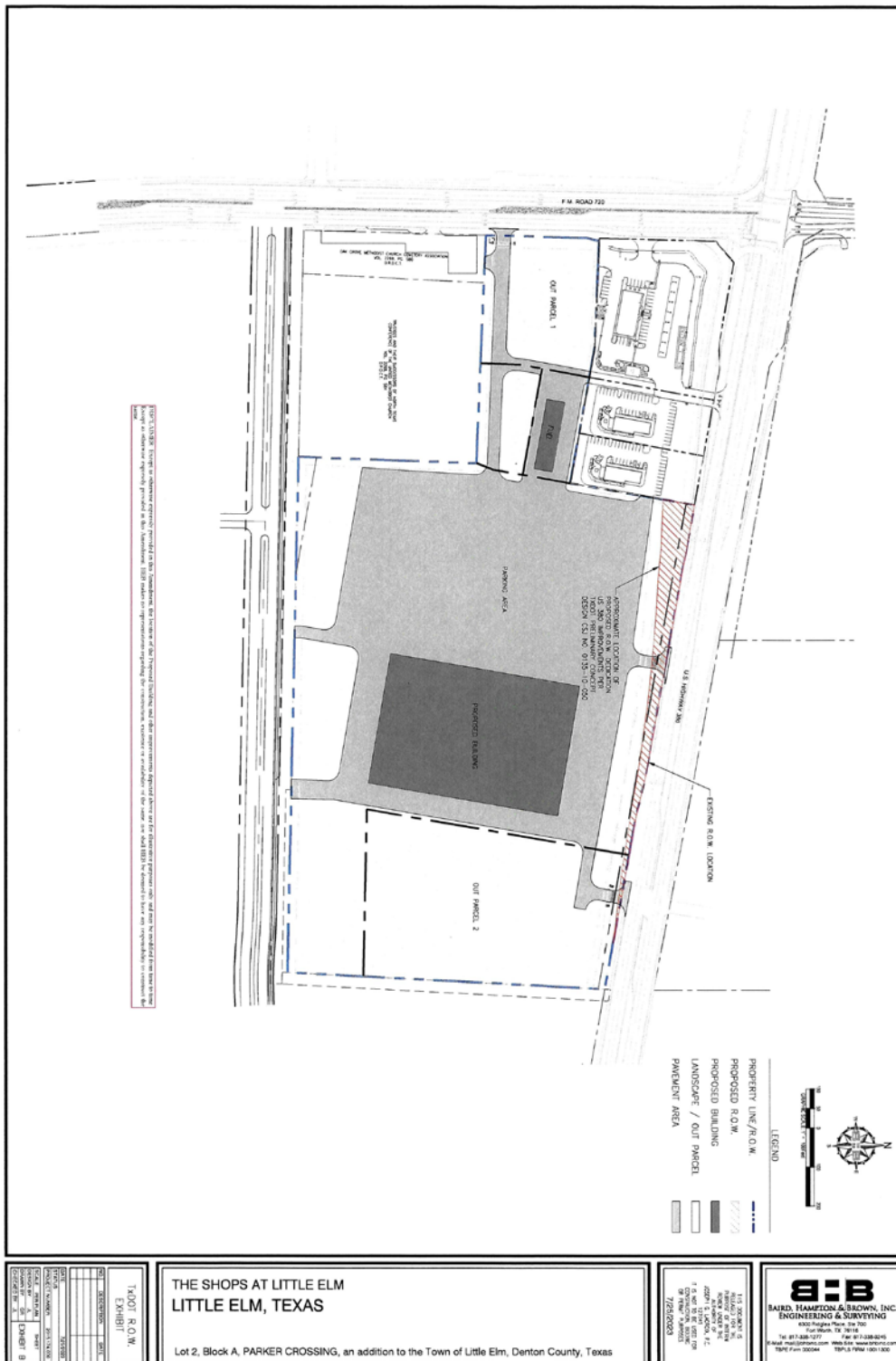
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Benjamin R. Scott, Group Vice President of Real Estate and Shopping Center Development of H-E-B, LP, a Texas limited partnership, on behalf of said limited partnership.

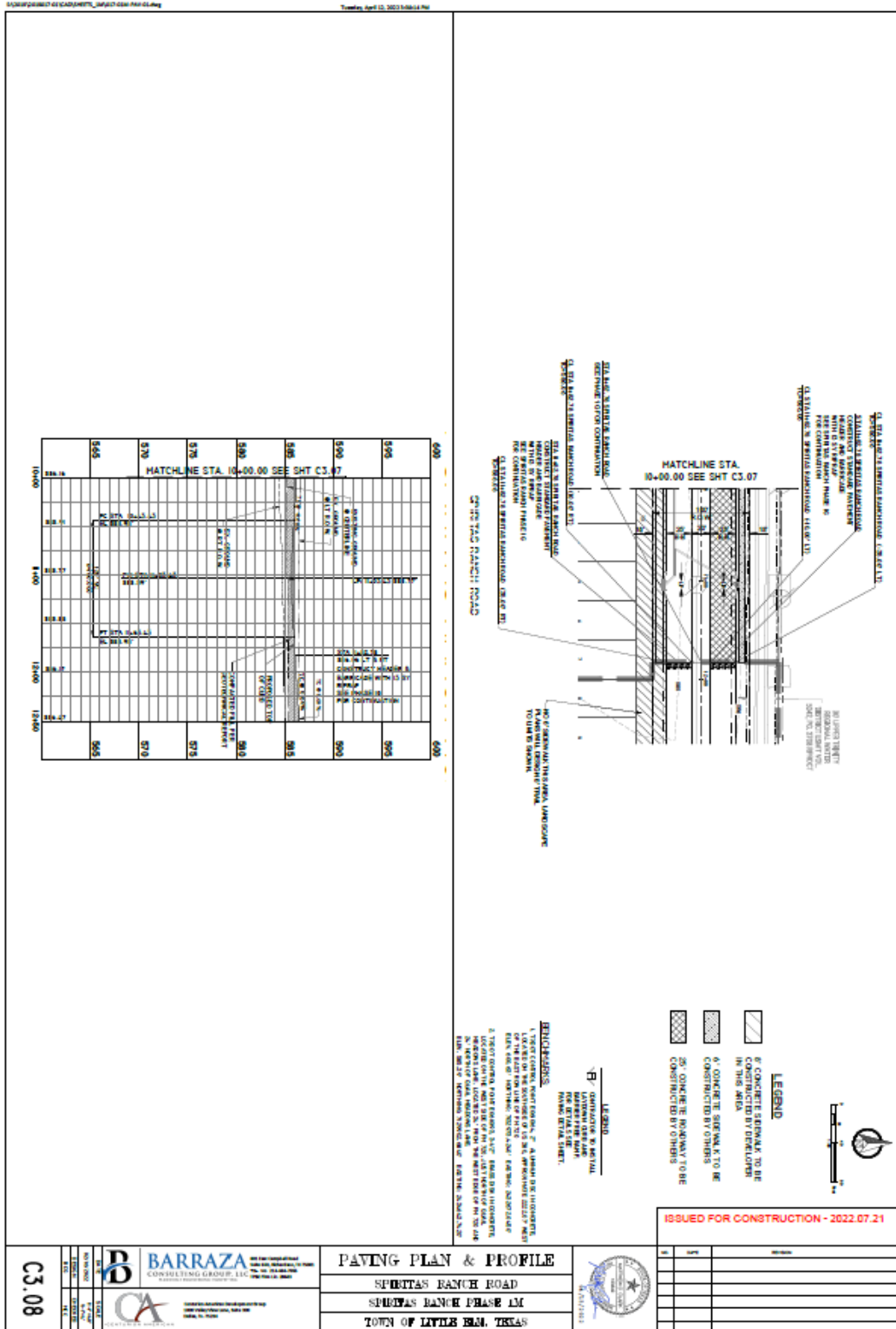
\_\_\_\_\_  
Notary Public, State of Texas

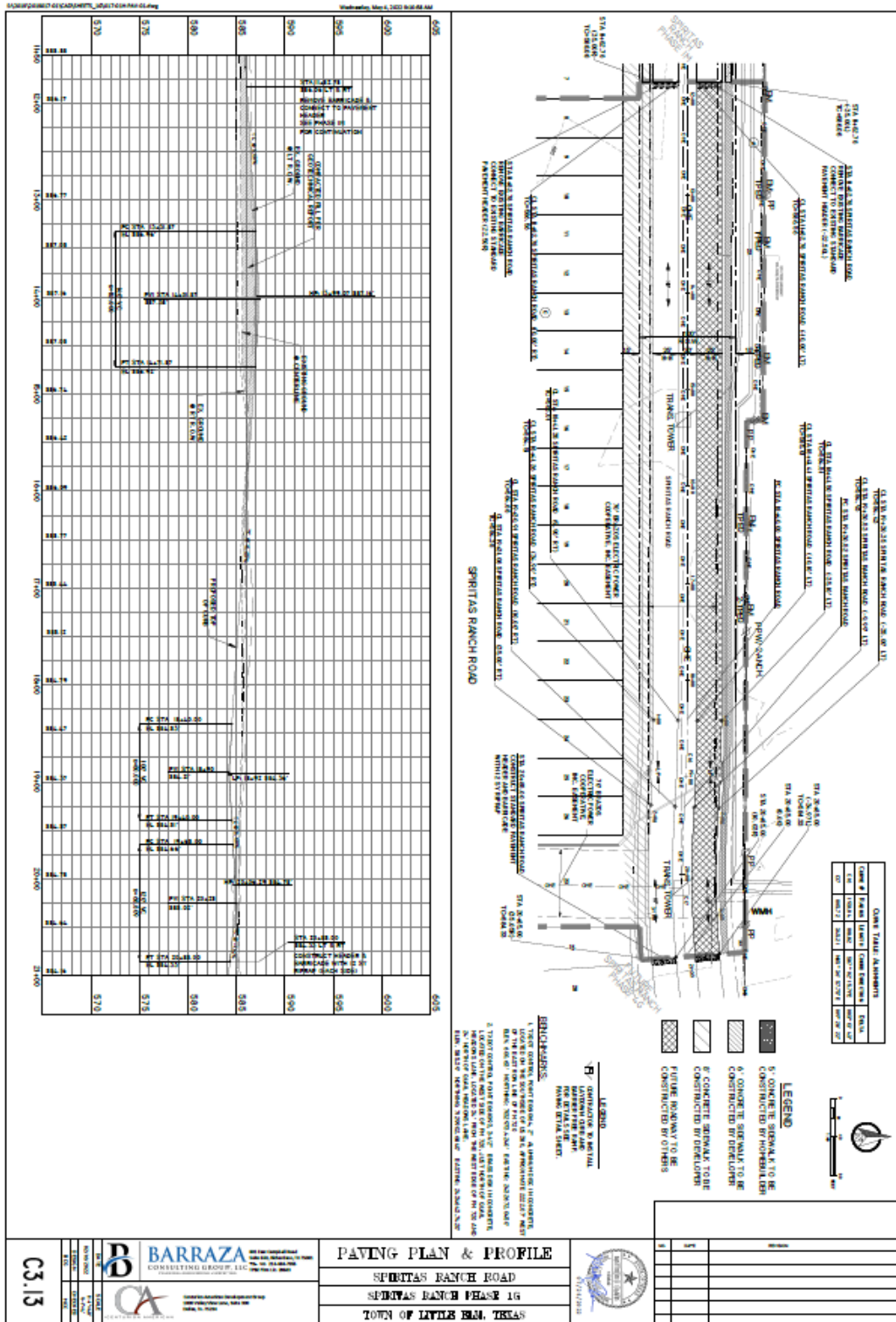
**Exhibit “B”**

[380 Expansion Area]











**Date:** 09/05/2023  
**Agenda Item #:** 5. G.  
**Department:** Finance  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Jason Shroyer, Director of Public Works

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**AGENDA ITEM:**

Consider Action for **Retroactive Authorization of Emergency Valve Repairs at Mansell Pump Station, with Rangeline Utilities in the Estimated Amount of \$150,000.**

**DESCRIPTION:**

Upon inspection, staff has discovered a valve that will not actuate at Mansell Pump Station. This causes an inability to shut off water for needed repairs at the plant. There are only three pumps operational at this time. With record water sales, this is a critical issue that must be resolved as soon as possible in the event that there is an issue with another pump.

Prior authorization is permitted under the Texas Local Government Code 252.022, and as identified in the Town's procurement policy. The Town's policy allows for an exception to procurement requirements for an immediate and serious need for materials, service, or construction that cannot be met through normal procurement methods and that may seriously threaten the functioning of the Town or health and safety of any person.

**BUDGET IMPACT:**

Funding has been identified in Utility Fund operational budget.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Proposal





WWW.Rangeline.Com  
 Rangeline Utility Services, LLC  
 1150 Blue Mound Road W, Unit 821  
 Haslet, Texas 76052

**Civil Construction Proposal**

Project Name: 12" Valve Replacement  
 Address: 2600 Red Spruce Dr. Little Elm, Tx  
 Bid Date/Time: ASAP  
 Quoted To: City of Little Elm  
 Att: Cody Collier  
 Phone: 940-594-7598  
 Fax:  
 Email: [ccollier@littletelm.org](mailto:ccollier@littletelm.org)

DATE: 08/16/2023  
 Quote # RUTS 2023-130

Drawings N/A  
 Dated: N/A  
 Addendum N/A

RUTS, LLC Proposes to Furnish and Install Complete in Place per Scope of Work below for the Following Price:

**\$149,000.00**

Item		Unit	Qty	Unit Item Bid	Line Item
	<i>Site Work</i>				
	Mobilization	LS	1	\$ 2,600.00	\$ 2,600.00
	<i>Skilled Labor</i>				
	Excavation, Labor and Backfill to replace 12" Valve. Excavation and labor to locate leak off of 20" water line at the same facility	LS	1	\$ 54,000.00	\$ 54,000.00
	Dual 20" Linestops	LS	1	\$ 46,910.00	\$ 46,910.00
	<i>Equipment</i>				
	Excavator	LS	1	\$ 2,400.00	\$ 2,400.00
	Trench Safety Equipment	LS	1	\$ 2,400.00	\$ 2,400.00
	Compaction Equipment	LS	1	\$ 834.00	\$ 834.00
	<i>Material</i>				
	12" Valve with Appurtenances	LS	1	\$ 5,083.00	\$ 5,083.00
	Concrete thrust blocking	LS	1	\$ 1,200.00	\$ 1,200.00
	20" Valve and Accessories	LS	1	\$ 33,573.00	\$ 33,573.00

**Project Inclusions:**

Provide all labor, equipment, and material to replace 12" valve  
 Install Double 20" Line Stops  
 Install 20" Gate Valve  
 Work in original scope

**Project Exclusions:**

Any Permit or Impact Fees  
 Excavation deeper than 7'  
 Sodding or seeding  
 Erosion Control Plan or BMP's  
 Liquidated Damages  
 Bonding (Add 4%)  
 De-Mobilization/Re-Mobilization  
 Work not proposed on original scope

Total **\$149,000.00**

Quotation is valid for 31 days.



Prices are based on

Rangeline will NOT be responsible for any delays due to material shortages or changes

If concrete is required to be removed and replaced, additional cost will be added

Rangeline will provide all material, equipment, and labor to replace (1) 12" valve and appurtenances

Rangeline will install (1) Double 20" line stop to isolate the water and keep the booster pump station on line

Rangeline will also excavate leaking line that is connected to the 20" discharge line from booster pump station. If material is needed to repair leak additional charges will apply (COMPLETED)

Rangeline will contact Dig Test prior to excavating, Rangeline is not responsible for any unmarked lines

Rangeline will not be responsible for any delays due to mismarked utility lines or changes required due to unforeseen utility lines

Rangeline is providing this quote with the estimation that the line stops will be on the pipe for three days or less. If additional days are required due to unforeseen issues or changes, additional line stop charges will apply per day

Net 30 from invoice date

- Please allow **3-4 weeks'** notice for scheduling **after receipt of materials** to ensure availability. **Projects that require shorter lead times may incur additional charges.**
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and its O.D.
- Concrete Pressure Pipe materials are custom made. Once material order is placed, they are non-returnable.
- Rangeline may require a pre-construction meeting prior to scheduling any services.
- Price does not include "Sales Tax" on supplied material.
- Normal daytime hours (8:00AM- 5:00 PM) Monday through Friday. Technician(s) will have a \$350.00 per hour after hours charge. Additional Expenses will be charged at our cost plus 25%.
- Rangeline will allow (1) Mobilizations/De-Mobilizations to the jobsite for the excavation and construction equipment. Additional trips will be \$4,200.00 per trip.
- Rangeline will allow (1) Mobilizations/De-Mobilizations to the jobsite. Additional trips will be \$1,950.00 per trip.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee please refer to Terms and Conditions #13 (Page 4). This includes weather related cancellations.
- Stand-by charges will be billed at \$250.00 per hour / per technician during normal daytime hours and \$350.00 per hour / per technician during afterhours. For City/owner Delays
- Stand-by charges for equipment at \$1,250.00/per day. For City/owner Delays
- Any additional feet excavated after 7' is an additional \$1000.00 per foot charge

If you have any questions, please feel free to contact our sales team in your region listed below:

**Operations Services Manager**

**Chris Campbell**

**940.600.3036**

**Chris.c@Rangeline.com**

Customer  
Signature \_\_\_\_\_

Rangeline  
Signature Chris Campbell



**Date:** 09/05/2023  
**Agenda Item #:** 5. H.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Olga Chernomorets, Planning Manager

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**AGENDA ITEM:**

Consider Action to Approve a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Jose Sanchez Correa and Maria del Carmen Sanchez, Property Owners of 217 East Park Drive.**

**DESCRIPTION:**

Subject property is located at 217 East Park Drive. This is currently a developed lot, containing an existing residential structure, zoned Single Family A2 with Lakefront Residential Overlay District. The property owners would like to renovate the existing home in order to expand the square footage by approximately 100 square feet, as well as create covered patio areas in the front and the back. The property owners are also proposing enhancements to the roof design.

**Lakefront Residential Overlay District.** The future land use section of the 2017 Comprehensive Plan calls for an objective within the recommendations section of the Lakefront District to plan for redevelopment and expansion of the district. In working with Council, staff has identified the residential areas surrounding the Lakefront Zoning District as areas prime for redevelopment. The purpose for the overlay is to establish zoning for residential areas around the existing Lakefront District within the context of redevelopment. The associated standards and visual examples will function to create a residential area that provides flexibility and variety in unique architectural design and high-quality alternative materials.

The goal is to expand on the Town's targeted "lakeside community character" by creating flexibility in residential architectural design, promoting the utilization of a variety of high-quality building materials, encouraging residential redevelopment, and providing unique development standards. The intent of the Overlay District is to expand upon the Lakefront District's desire to provide a comfortable and attractive environment that will provide a unique, yet compatible residential neighborhood by encouraging redevelopment that is distinct from traditional residential subdivisions.

The proposed design was reviewed based on the architectural design criteria provided within the Overlay District.

(d) *Architectural elements.*

- (1) *Architectural variety.* No facade may be repeated within any five adjacent lots or across the street from those lots. A request to vary from this standard shall be reviewed and approved by the LRDC.
- (2) *Tripartite architecture.* The exterior facades of homes shall be broken up into three distinct sections (base, middle, top) utilizing different primary and accent materials, colors, and/or general orientation of materials.
- (3) *Gifts to the street.* Homes shall provide a minimum of two gifts to the street. Proposed features not noted in the definition for "gifts to the street" shall be approved at the discretion of the LRDC.
- (4) *Fences.* Fences adjacent to public parks, open space, drainage areas or floodplains shall be constructed of black tubular (wrought iron) fencing. All other fencing shall adhere to the residential fences section (section [106.06.32](#)) of the zoning ordinance.
- (5) *Roofs.* Roofs shall be constructed with architectural grade shingles, or better. Seamed metal, clay and slate tile roofs (cement based) are permitted. Flat roofs may be utilized so long as they can properly drain which will be determined by the building official.
- (6) *Windows.* Openings and panes shall be vertically proportioned or square and be separated with trim.
- (7) *Gutters.* Gutters shall be copper, galvanized steel, aluminum or painted if exposed.
- (8) *Chimneys.* If chimneys are located on a street-facing wall, they shall extend to the ground.
- (9) *Concealed items.* HVAC units, trash storage, and utility meters shall be concealed.

The Lakefront Residential Design Committee has reviewed the proposed development plans and determined that they meet the vision and intent of the Overlay District, specifically considering that this is an existing property that is simply undergoing renovation.

Town Council approval of the attached Development Agreement and associated exhibits is the final step in allowing this project to begin its residential building permit review.

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDED ACTION:**

The Lakefront Residential Design Committee recommends approval of the attached development plans and associated exhibits.

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**Attachments**

Development Agreement - 217 East Park Drive

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

**DEVELOPMENT AGREEMENT  
FOR 217 EAST PARK DRIVE**

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This Development Agreement for 217 East Park Drive (“**Agreement**”) is entered into between Jose Sanchez Correa and Maria del Carmen Sanchez, the property owners, (“**Developer**”), whose address for purposes of this Agreement is 217 East Park Drive, Little Elm TX 75068, and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

**Recitals:**

1. Developer is the owner of .2369 acres generally located at 217 East Park Drive, on the west side of East Park Drive, approximately 400 feet south of Main Street, identified as Lot 13, Block 2 of the Frisco Park Estates, in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

**NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

**Section 1.     Incorporation of Premises.** The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2.     Term.** This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“**Effective Date**”). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled (“**Term**”).

**Section 3.     Agreements.** The Parties agree as follows:

A. The negotiated and agreed upon development plans attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town’s zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

**Section 4.     Miscellaneous.**

A. **Applicability of Town Ordinances.** When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town

ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

**B. Default/Mediation.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

**C. Venue.** This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

**D. Relationship of Parties.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

**E. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**F. Cumulative Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this

Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

**G. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**H. Surviving Rights.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

**I. Applicable Laws.** This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

**J. Authority to Execute.** The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

**K. Amendments.** This Agreement may be only amended or altered by written instrument signed by the Parties.

**L. Headings.** The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

**M. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

**N. Filing in Deed Records.** This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

**O. Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will

become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

**P. Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

**Q. Exactions/Infrastructure Costs.** Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

**R. Waiver of Texas Government Code § 3000.001 et seq.** With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

**S. Rough Proportionality.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have



against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

**T. Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

**U. Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120<sup>th</sup> day after the date the Town notifies Developer of the violation.

**V. Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

**W. Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

**X. Report Agreement to Comptroller's Office.** Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

**Y. Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19,

87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

**Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

**EXECUTED** by the Parties on the dates set forth below, to be effective as of the date first written above.

**DEVELOPER**

**TOWN OF LITTLE ELM, TEXAS**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Matt Mueller  
Town Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Caitlan Biggs  
Town Secretary

**STATE OF TEXAS**           §  
  §  
**COUNTY OF DENTON**     §

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**STATE OF TEXAS**           §  
  §  
**COUNTY OF** \_\_\_\_\_ §

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of \_\_\_\_\_.

[Seal]

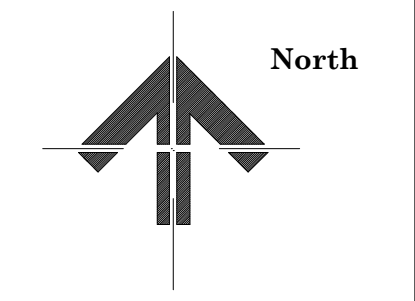
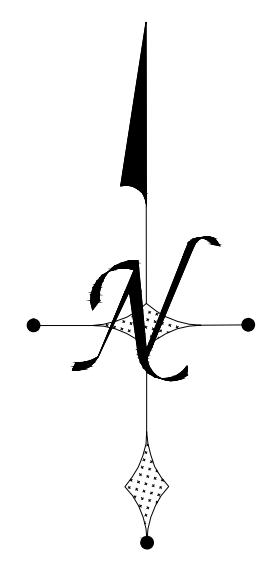
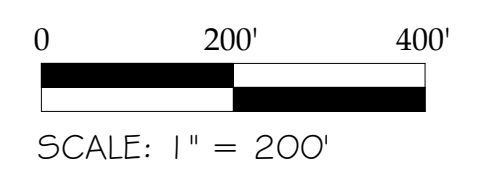
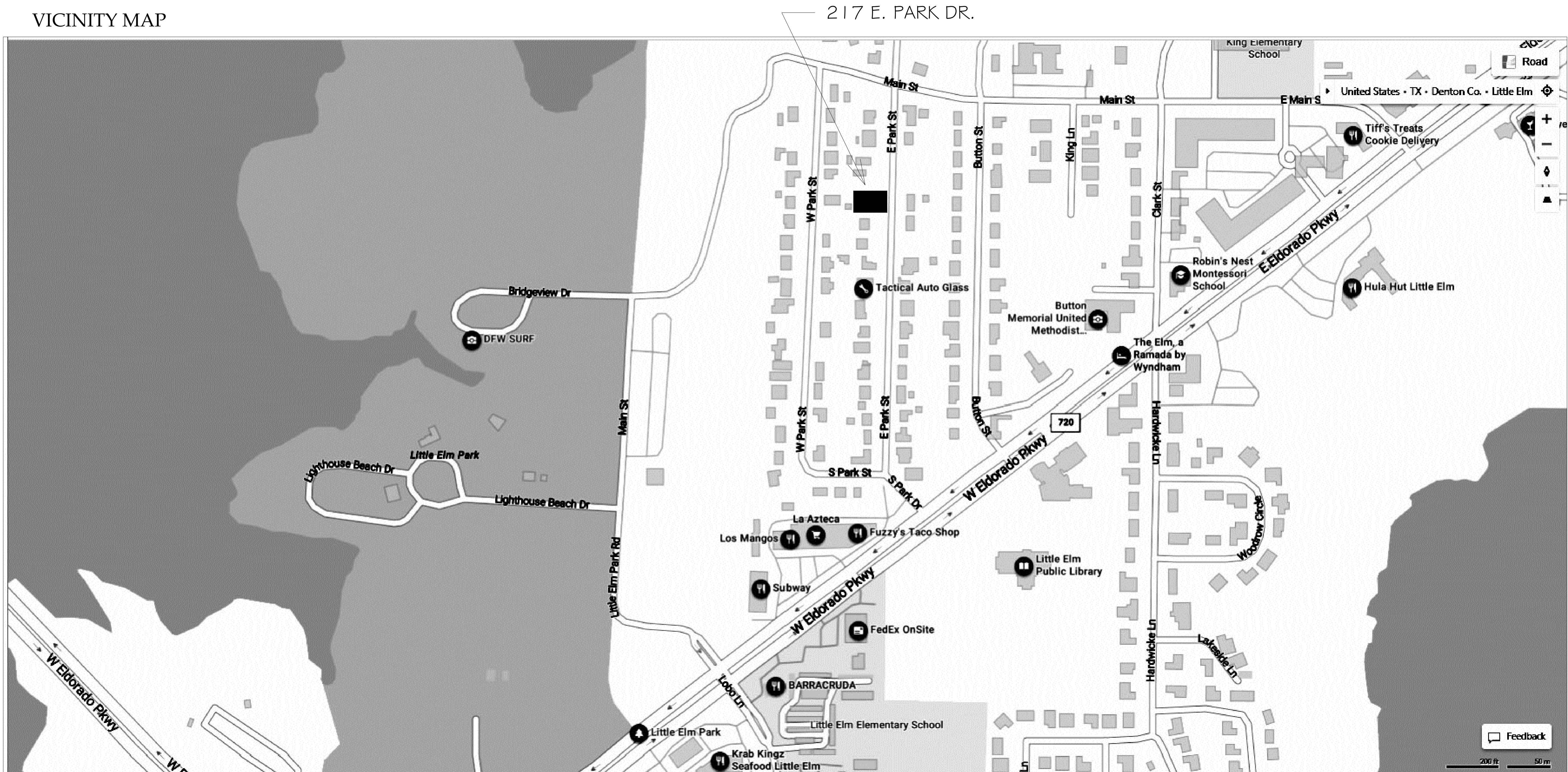
By: \_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

Property Description

VICINITY MAP



THESE PLANS ARE INTENDED TO PROVIDE BASIC DESIGN INFORMATION NECESSARY TO COMPLETE THIS STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, ORDINANCES, AND RESTRICTIONS FROM ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, ORDINANCES, AND RESTRICTIONS FROM ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, ORDINANCES, AND RESTRICTIONS FROM ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL AGENCIES.

ACRES
0.2369
GENERAL CONTRACTOR
Carlos Silva 682.554.5124
DESIGNER
Rico Designs 469.570.1609
ENGINEER:
Armando Escamilla 1425 W. Pioneer Dr. Suite #126 Irving, Texas 75061
OWNER
Jose Sanches Maria De la Torre Sanches 972.693.5432
LEGAL DESCRIPTION
FRISCO PARK ESTATES BLOCK 2 LT 13

217 E. Park Ln.  
Little Elm, Texas 75068

Date
JULY 30, 2023
Sheet Title
COVER PAGE
Scale
1" = 200'
Sheet No.

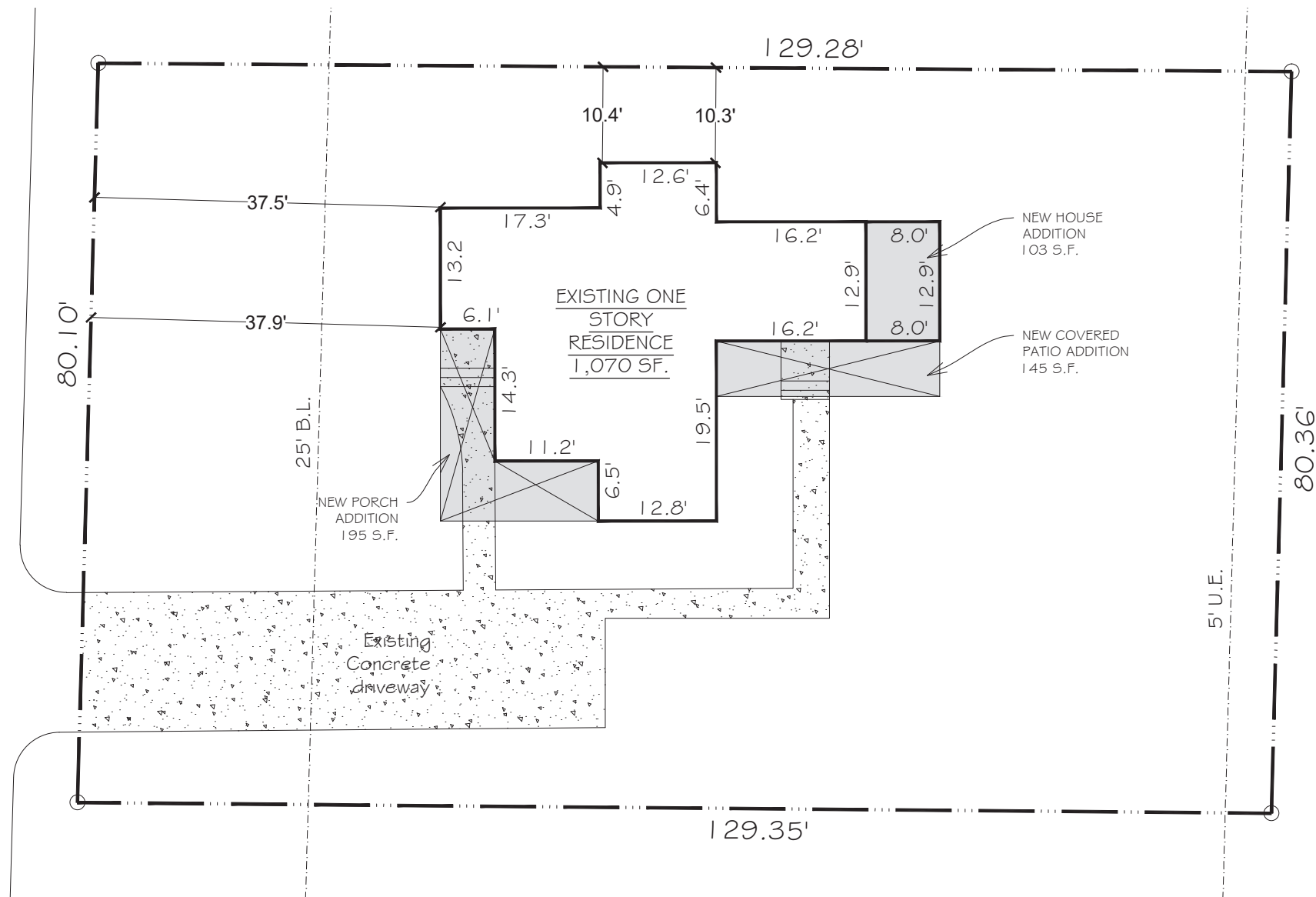
A1  
1 of 3

<b>Client:</b> Jose Sanches Maria De la Torre Sanches 217 E. Park Ln. Little Elm, Tx. 75068 misscarmen08@gmail.com 972.693.5432	<b>Designer:</b> Juan Carlos Rico Rico Designs 2805 Saint George Dr. Garland, Tx. 75044 jcr_5187@hotmail.com 469.570.1609	<b>Engineer:</b> Armando Escamilla Red Line Engineering 1425 W. Pioneer Drive Suite #126 Irving, Texas 75061 armando@redline-usa.com 214.274.2823	<b>General Contractor:</b> Carlos Silva Service & Design SH LLC 3304 Hardy St. Fort Worth, Texas 76106 carlos.silva091989@gmail.com 682.554.5124	<b>Plumbing:</b> t.b.d.	<b>Mechanical:</b> t.b.d.	<b>Electrical:</b> t.b.d.
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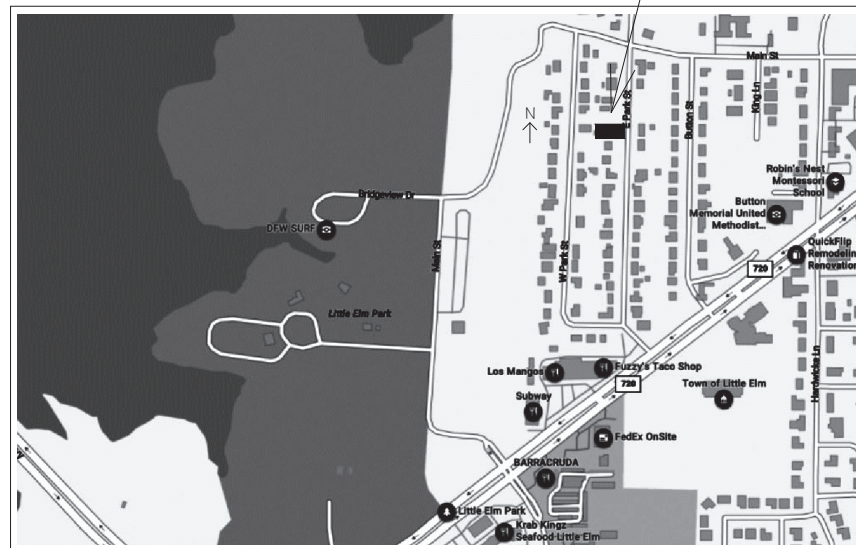


SITE PLAN  
SCALE: 1/16" = 1'-0"

EAST PARK DRIVE  
(40' R.O.W.)



VICINITY MAP



217 E. PARK DR.

### Applicable Codes

2018 IBC  
2018 IRC  
2018 IMC  
2018 IPC  
2018 IECC

### Project Description

This project is a house addition of 103 s.f. of air conditioned space on pier and beam foundation. An addition of 145 s.f. covered patio. An addition of 195 s.f. front porch. All the existing roof will be completely removed and a new roof will be installed.

### SITE PLAN INFORMATION

LOT SIZE	10,320 S.F.
BUILDING AREA	1,513 S.F.
PERCENT LOT COVERED	14.66%

A MINIMUM OF 70% OF THE NON-ROOF AREA OF THE LOT COVERED WILL HAVE LANDSCAPE (GRASS, TREES, ETC.)



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217 E. Park Dr.  
Little Elm, Texas 75068  
Frisco Park Estates  
Block 2 LT 13

RICO DESIGNS  
469.570.1609

MAY 28, 2023

Sheet Title

SITE PLAN

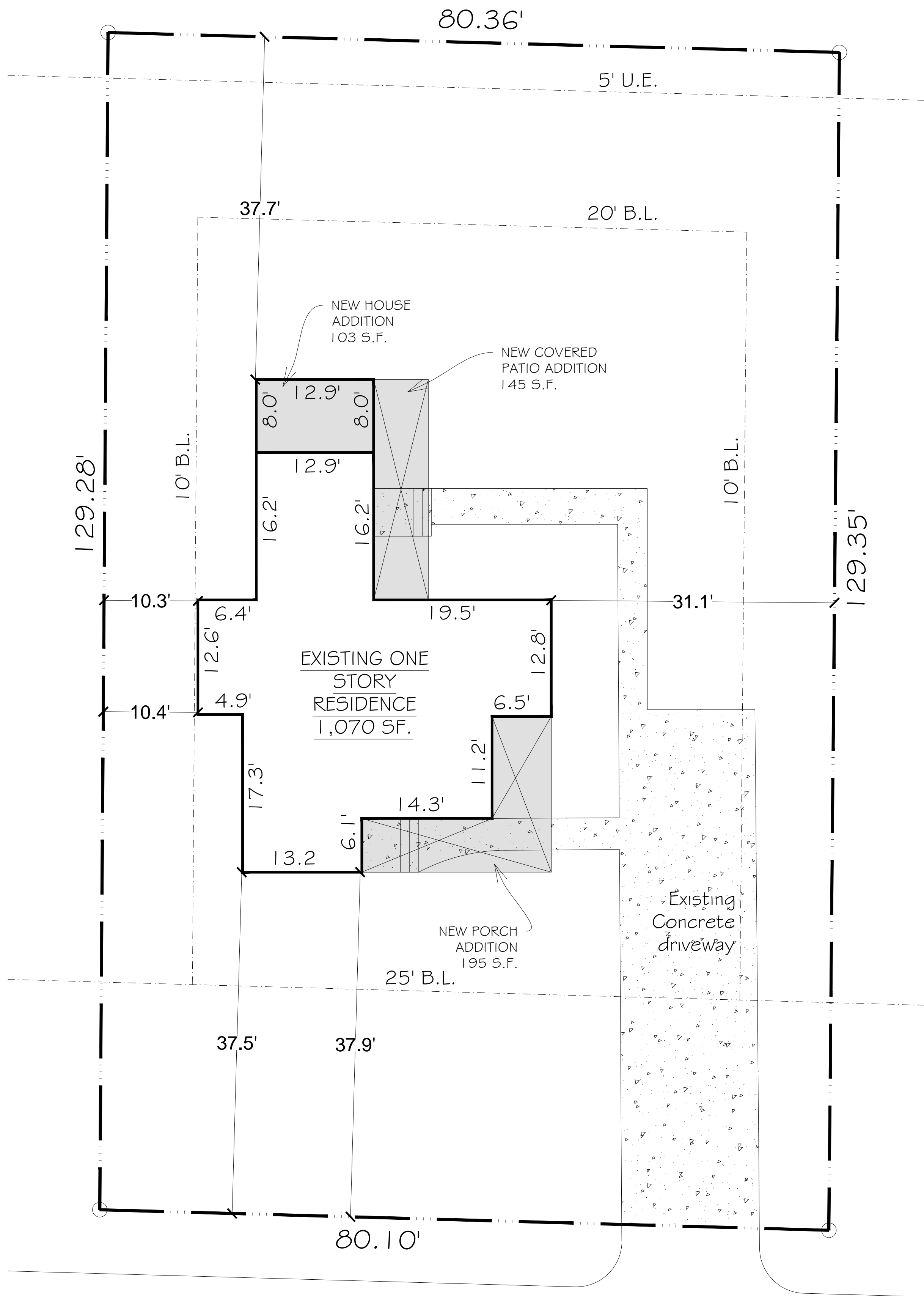
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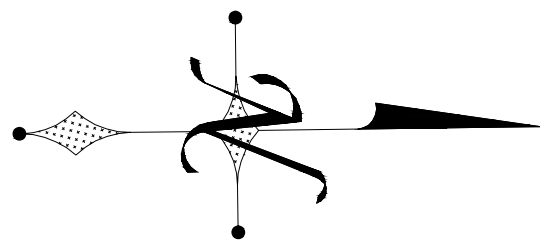
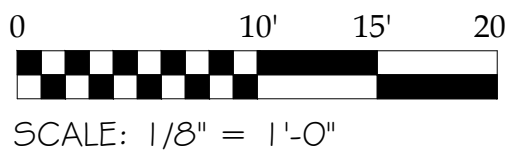
1  
1 of 12

**EXHIBIT B**

Development Plans



EAST PARK DRIVE  
(40' R.O.W.)



SITE PLAN  
SCALE: 1/8" = 1'-0"

#### GENERAL NOTES

1. ALL WORK MUST BE DONE ACCORDING TO MANUFACTURE'S SPECIFICATIONS & INDUSTRY STANDARDS.
2. ALL WORK MUST BE DONE ACCORDING TO ALL CONCERNED CODE & REGULATIONS.
3. A STRUCTURAL ENGINEER MUST BE CONSULTED FOR ALL CONSTRUCTION DETAILS.
4. CONTRACTOR TO FIELD VERIFY BUILDING ELEVATIONS AND EXISTING UTILITIES.
5. VERIFY CLEARANCES ARE REQUIRED FOR ALL EQUIPMENT.
6. BEFORE PROCEEDING WITH ANY WORK OR ORDERING ANY MATERIALS, THE CONTRACTOR AND/OR SUBCONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND LOCATIONS OF BUILDING COMPONENTS AND THEIR INTERRELATIONSHIP AT THE BUILDING SITE, AND SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS.
7. CONTRACTOR AND/ OR SUBCONTRACTOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND MAKING ADJUSTMENTS TO ANY DISCREPANCIES BETWEEN THE PLANS AND THE BUILDING SITE.

#### BUILDING CODE ANALYSIS

PROJECT NAME:	HOME ADDITION
PROJECT ADDRESS:	217 E. PARK LN. LITTLE ELM, TX. 75068
PROPERTY ZONING:	SINGLE FAMILY (A2)
OCCUPANCY:	RESIDENTIAL
CONSTRUCTION TYPE:	V
USE OF BUILDING:	RESIDENTIAL
BUILDING AREA:	MAIN BLDG. 1,007 SF. ADDITION 103 SF.
BUILDING HEIGHT:	19'-3"
NUMBER OF STORIES:	ONE STORY
FIRE SPRINKLED:	NO

#### Zoning

Single family (A2)

#### Area Requirements:

- Minimum lot area = 6,000 S.F.
- Min. Lot Width = 60 feet

#### Dwelling Regulations:

- Min. Square footage = 1,000 S.F.

#### Yard Requirements:

- Minimum front yard = 25 feet
- Min. Side Yard = 10 feet
- Min. Rear Yard = 20 feet

#### Height of Structure:

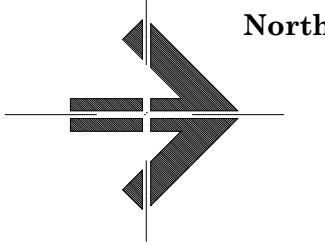
- Max. main structure = 35 feet

#### Parking:

- Minimum parking space = 2

#### SITE PLAN INFORMATION

LOT SIZE	10,320 S.F.
BUILDING AREA	1,513 S.F.
PERCENT LOT COVERED	14.66%



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#### ACRES

0.2369

#### GENERAL CONTRACTOR

Carlos Silva  
682.554.5124

#### DESIGNER

Rico Designs  
469.570.1609

#### ENGINEER:

Armando Escamilla  
1425 W. Pioneer Dr.  
Suite #126  
Irving, Texas 75061

#### OWNER

Jose Sanches  
Maria De la Torre Sanches  
972.693.5432

#### LEGAL DESCRIPTION

FRISCO PARK ESTATES  
BLOCK 2 LT 13

217 E. Park Ln.  
Little Elm, Texas 75068

#### Date

JULY 30, 2023

#### Sheet Title

SITE PLAN

#### Scale

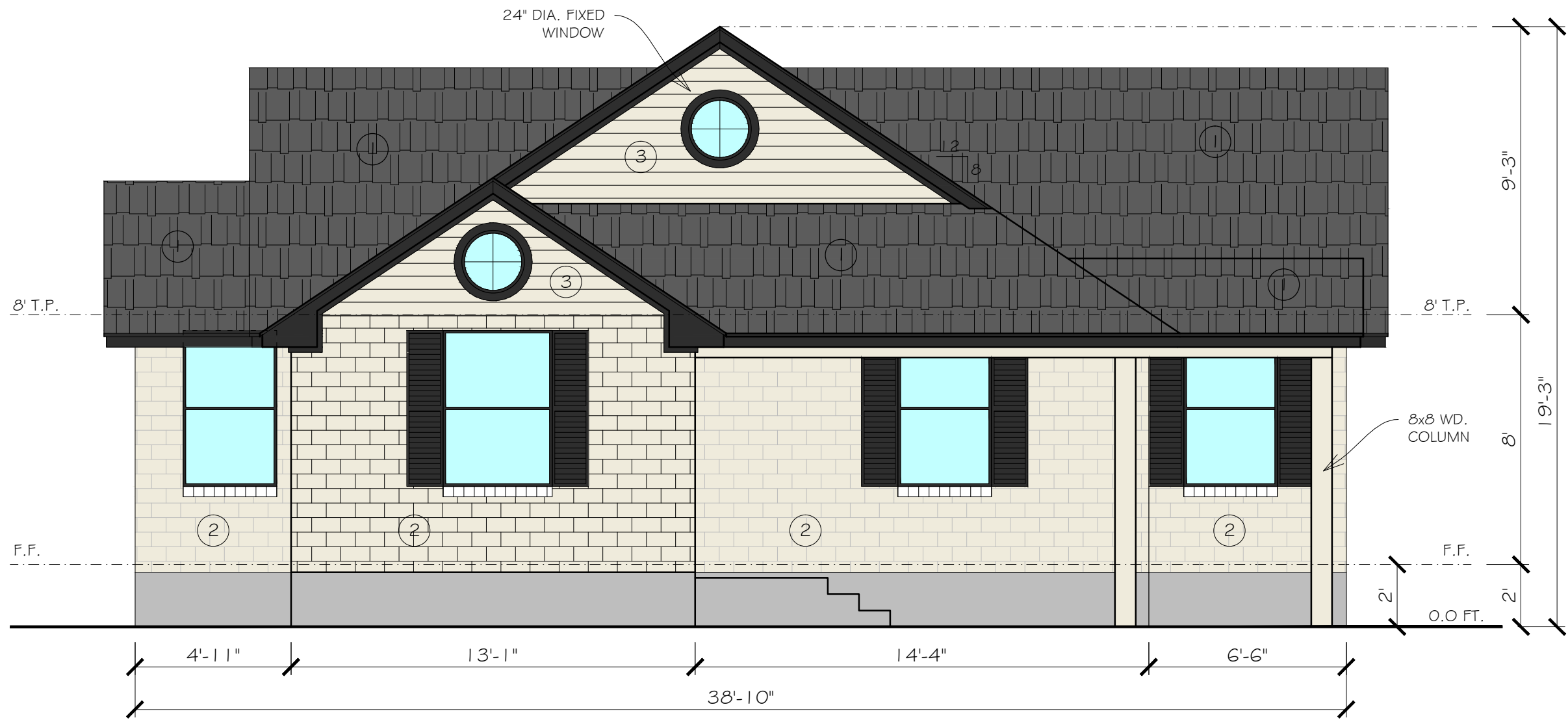
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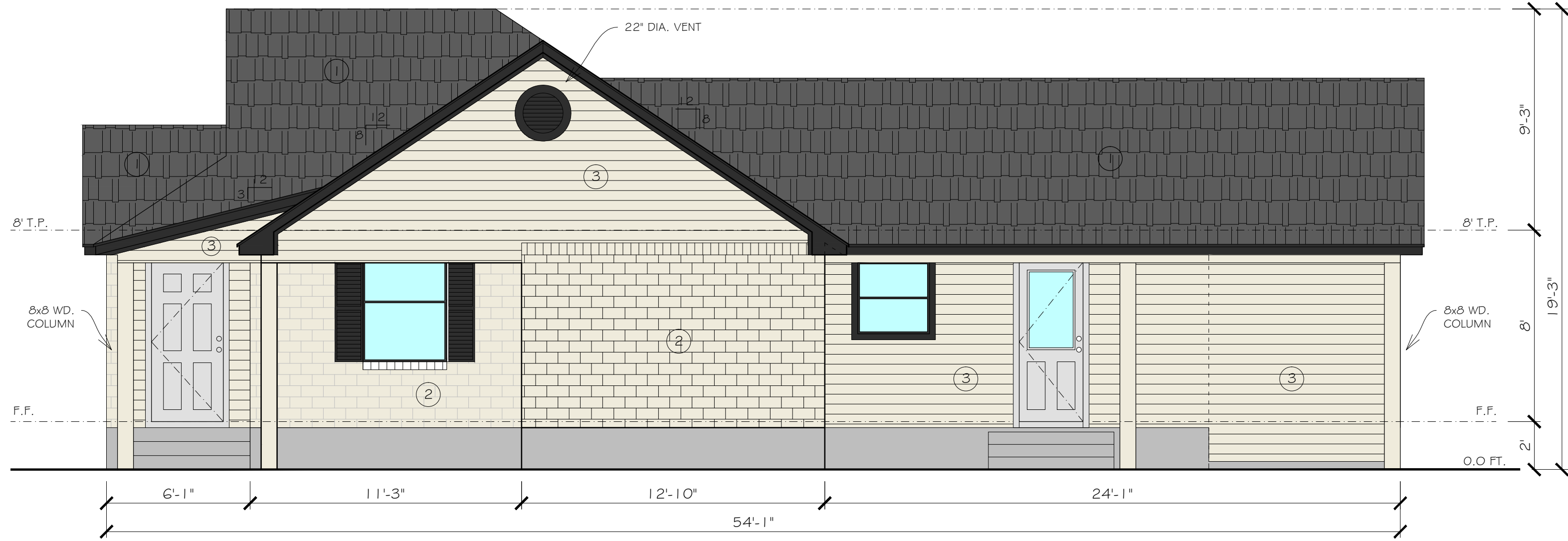
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2 of 3

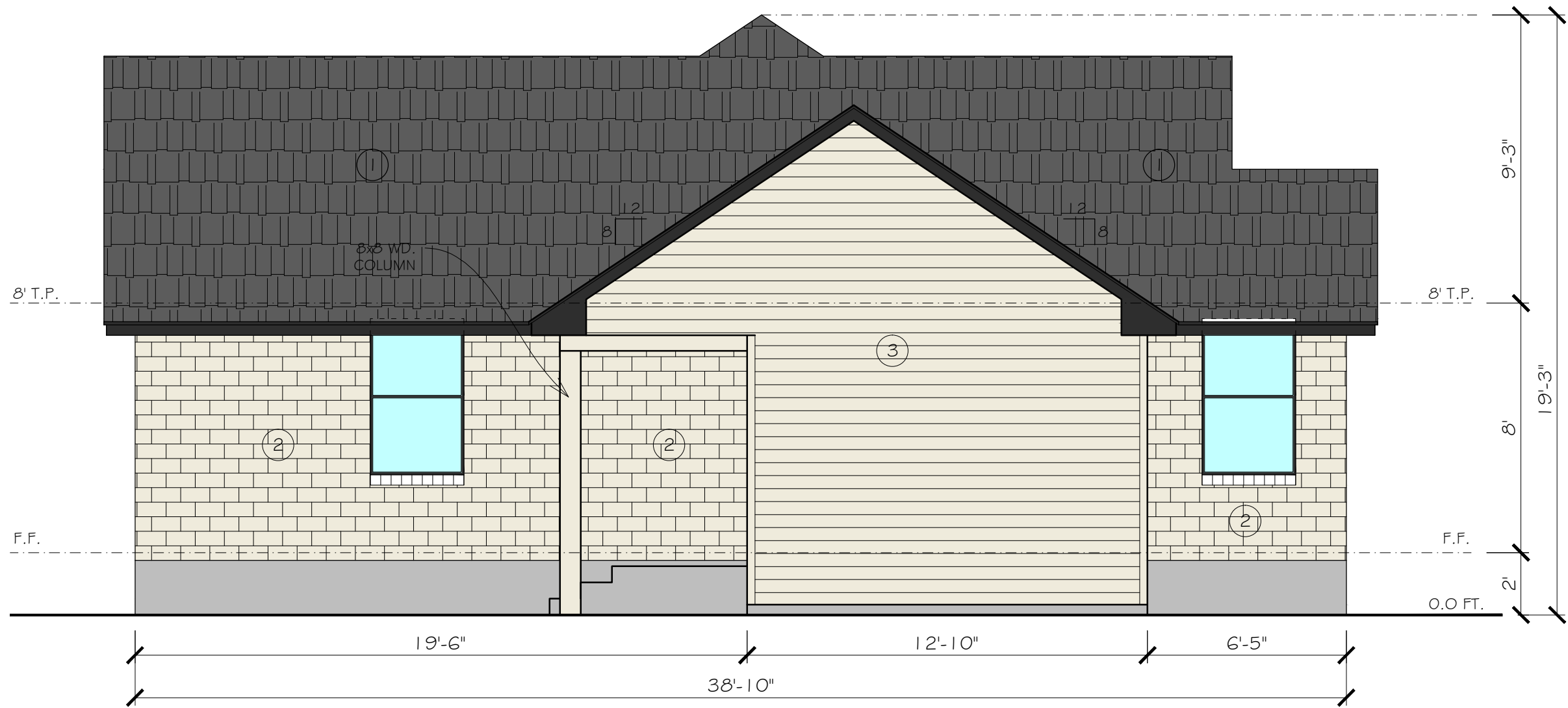




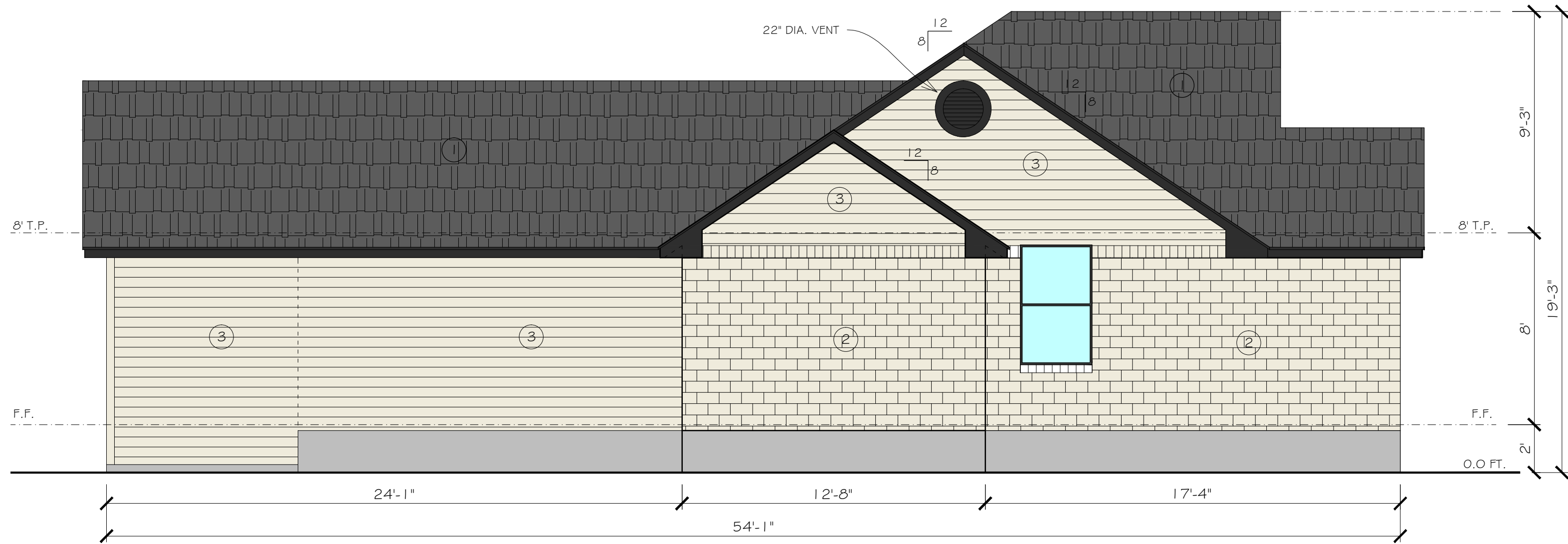
EAST ELEVATION SCALE: 3/16"= 1'-0"



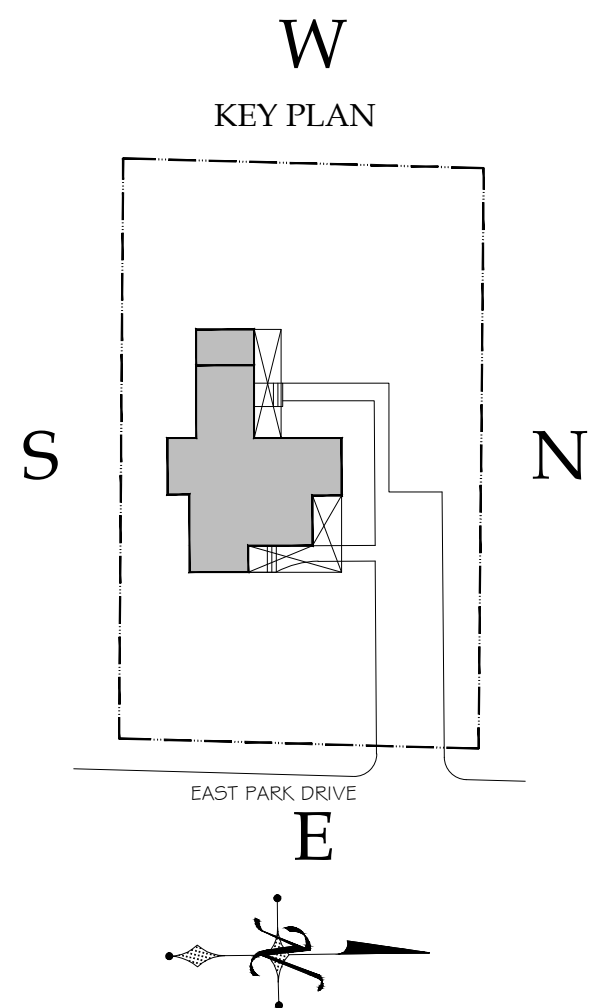
NORTH ELEVATION SCALE: 3/16"= 1'-0"



WEST ELEVATION SCALE: 3/16"= 1'-0"

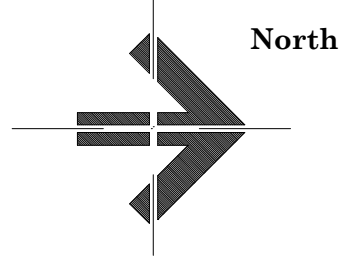


SOUTH ELEVATION SCALE: 3/16"= 1'-0"



MATERIAL		
SYMBOL	DESCRIPTION	COLOR
1	GAF- TIMBERLINE HD ARCHITECTURAL SHINGLES	CHARCOAL
2	ACME BRICK (EXISTING)	PAINTED SHERWIN WILLIAMS CITY LOFT
3	8" JAMES HARDIE PLANK	PAINTED SHERWIN WILLIAMS CITY LOFT

MATERIAL CALCULATION									
SYMBOL	NORTH ELEVATION		SOUTH ELEVATION		WEST ELEVATION		EAST ELEVATION		
	S.F.	%	S.F.	%	S.F.	%	S.F.	%	
1	605	57	545	52	460	55	446	56	
2	180	17	231	22	188	23	284	37	
3	275	26	274	26	179	22	58	7	



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Rico Designs  
469.570.1609

ENGINEER:  
Armando Escamilla  
1425 W. Pioneer Dr.  
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Irving, Texas 75061

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Maria De la Torre Sanches  
972.693.5432

LEGAL DESCRIPTION  
FRISCO PARK ESTATES  
BLOCK 2 LT 13

217 E. Park Ln.  
Little Elm, Texas 75068

Date  
JULY 30, 2023

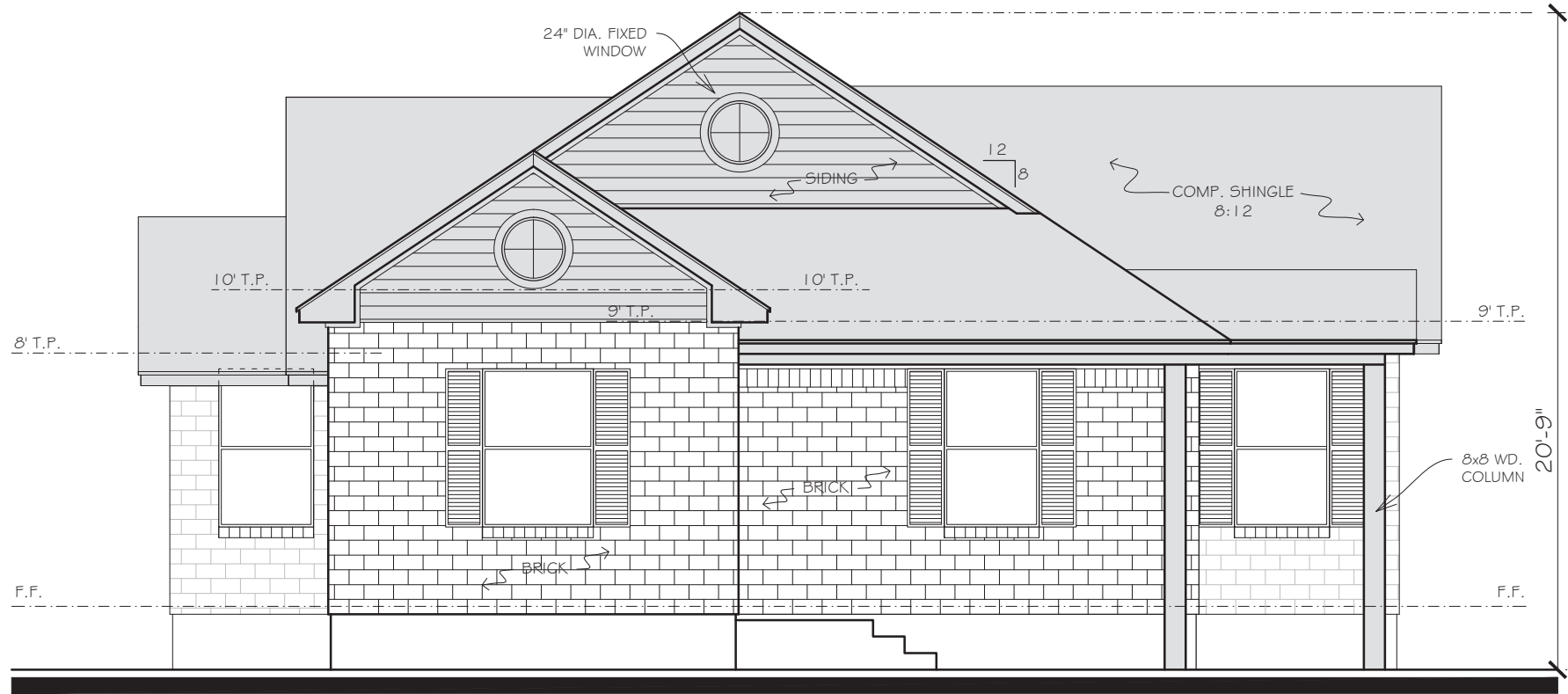
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ELEVATIONS

Scale  
1/4" = 1'-0"

Sheet No.

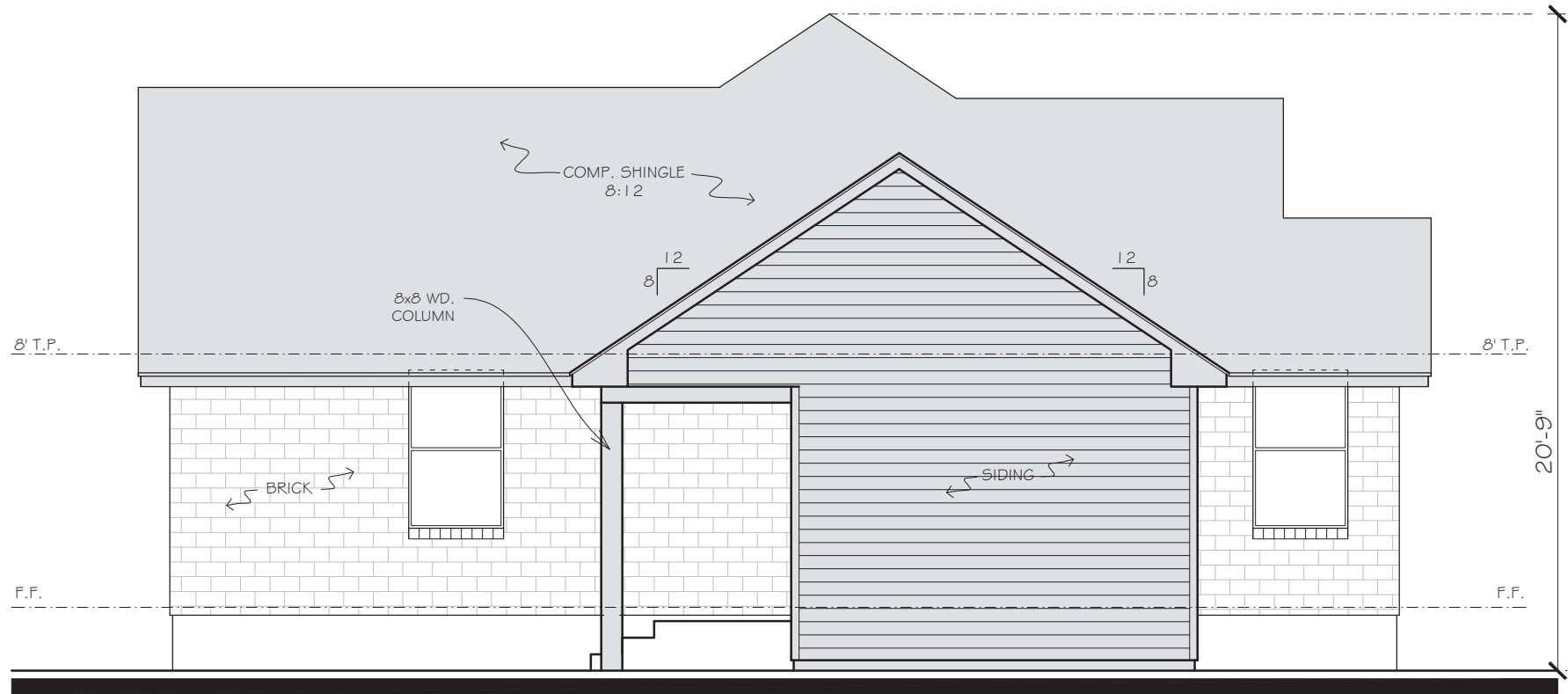
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3 of 3



FRONT ELEVATION

SCALE: 3/16" = 1'-0"



REAR ELEVATION

SCALE: 3/16" = 1'-0"



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217 E. Park Ln.  
Little Elm, Texas 75068  
Frisco Park Estates  
Block 2 LT 13

**RICO DESIGNS**  
469.570.1609

**Date**  
MAY 28, 2023

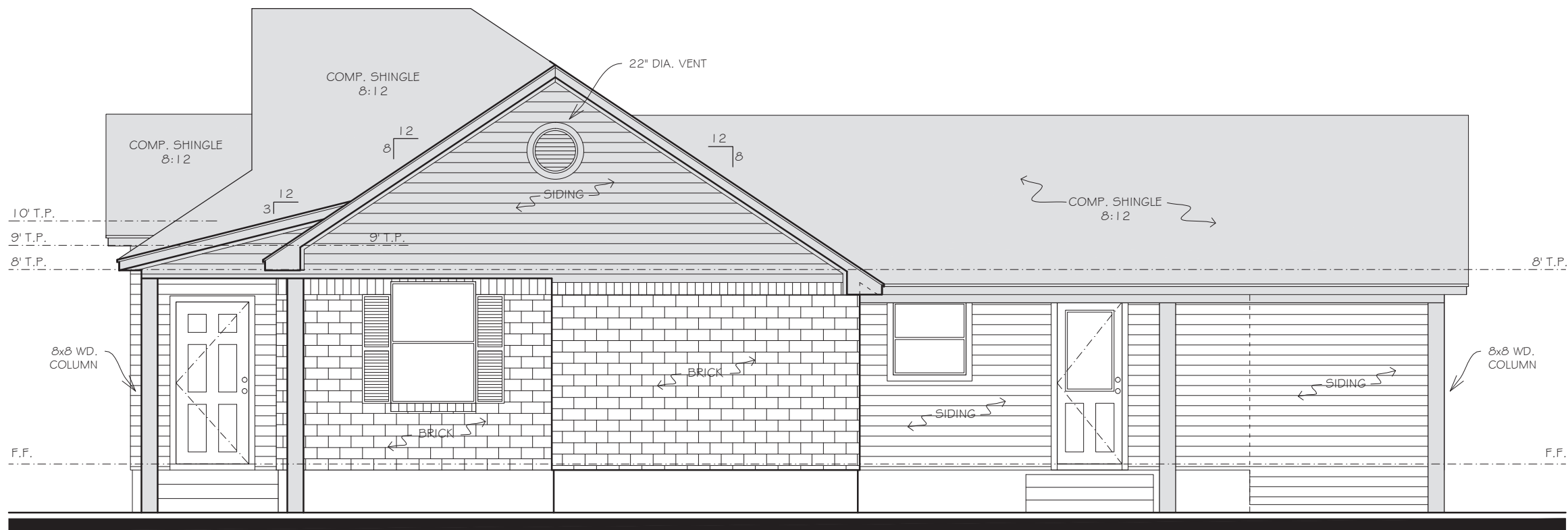
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ELEVATIONS

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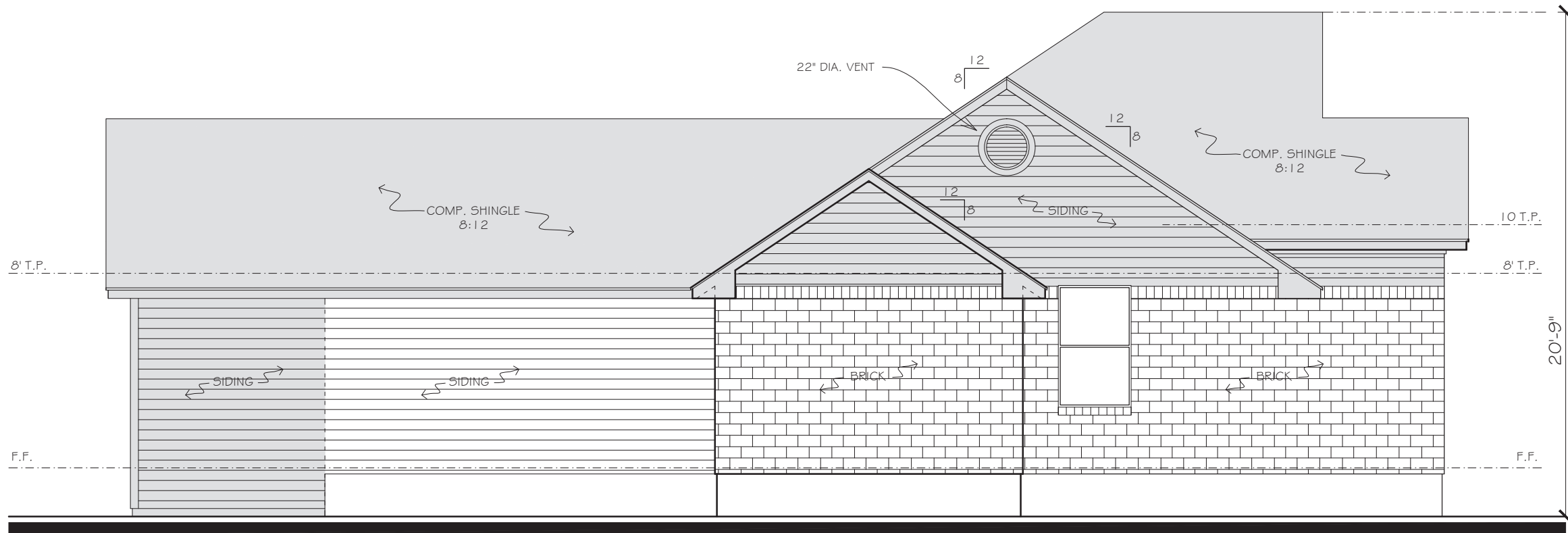
**Sheet No.**

4  
4 of 12



RIGHT ELEVATION

SCALE: 3/16" = 1'-0"



LEFT ELEVATION

SCALE: 3/16" = 1'-0"



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217 E. Park Ln.  
Little Elm, Texas 75068  
Frisco Park Estates  
Block 2 LT 13

**RICO DESIGNS**  
469.570.1609

**Date**  
MAY 28, 2023

**Sheet Title**

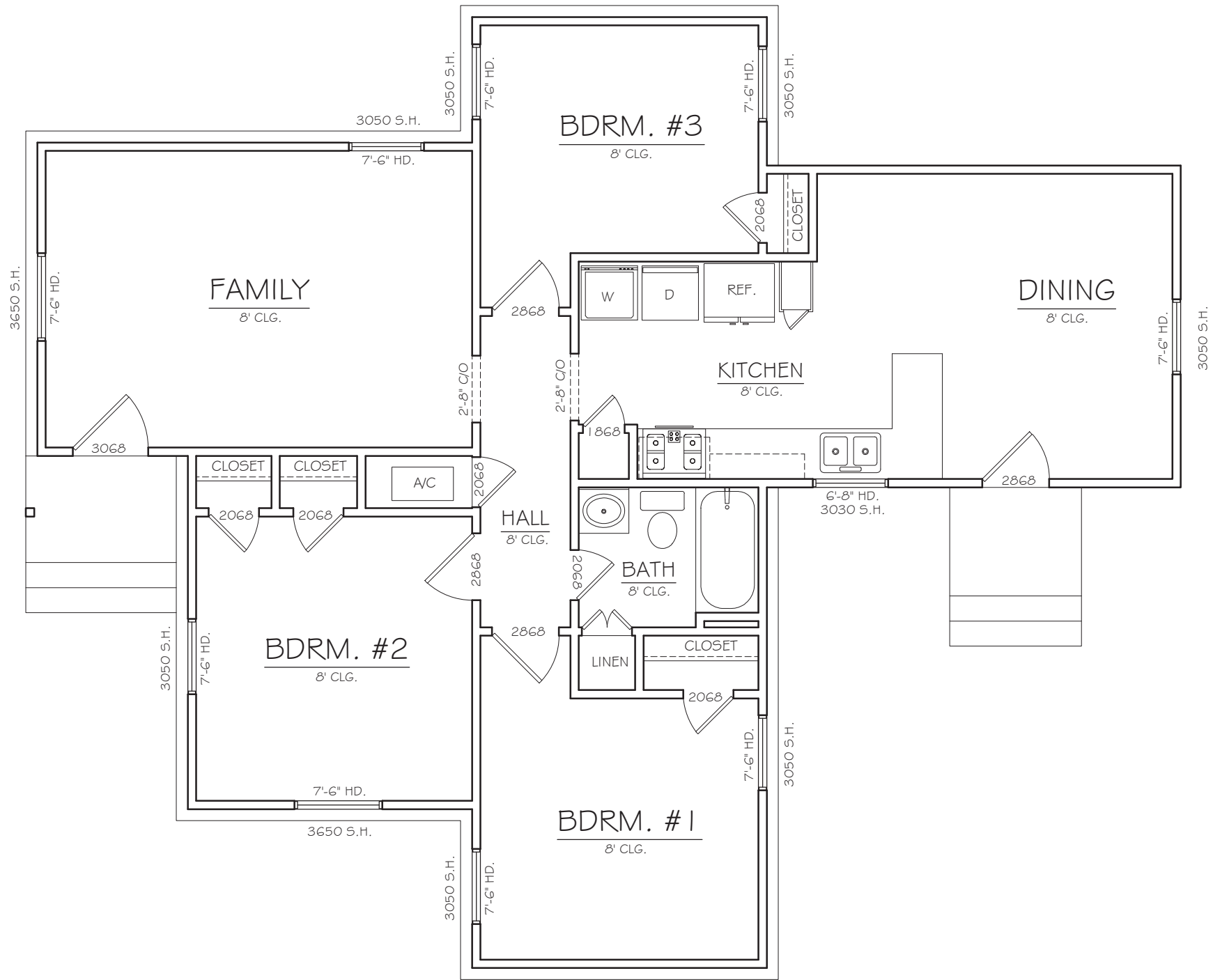
ELEVATIONS

**Scale**  
3/16" = 1'-0"

**Sheet No.**

5

5 of 12



## EXISTING FLOOR PLAN

SCALE: 3/16" = 1'-0"



THESE PLANS ARE INTENDED TO PROVIDE BASIC CONSTRUCTION/DESIGN INFORMATION NECESSARY TO COMPLETE THIS STRUCTURE. ALL PORTIONS OF THE WORK, INCLUDING PLUMBING, MECHANICAL AND ELECTRICAL, SHALL BE PERFORMED IN FULL COMPLIANCE WITH ALL APPLICABLE CITY, COUNTY, STATE AND NATIONAL CODES. BUILDER RESERVES THE RIGHT TO MODIFY THESE PLANS AS REQUIRED. LOCAL CODES, ORDINANCES, AND RESTRICTIONS WILL APPLY SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND LOCAL REQUIREMENTS.

217 E. Park Dr.  
Little Elm, Texas 75068  
Frisco Park Estates  
Block 2 LT 13

**RICO DESIGNS**  
469.570.1609

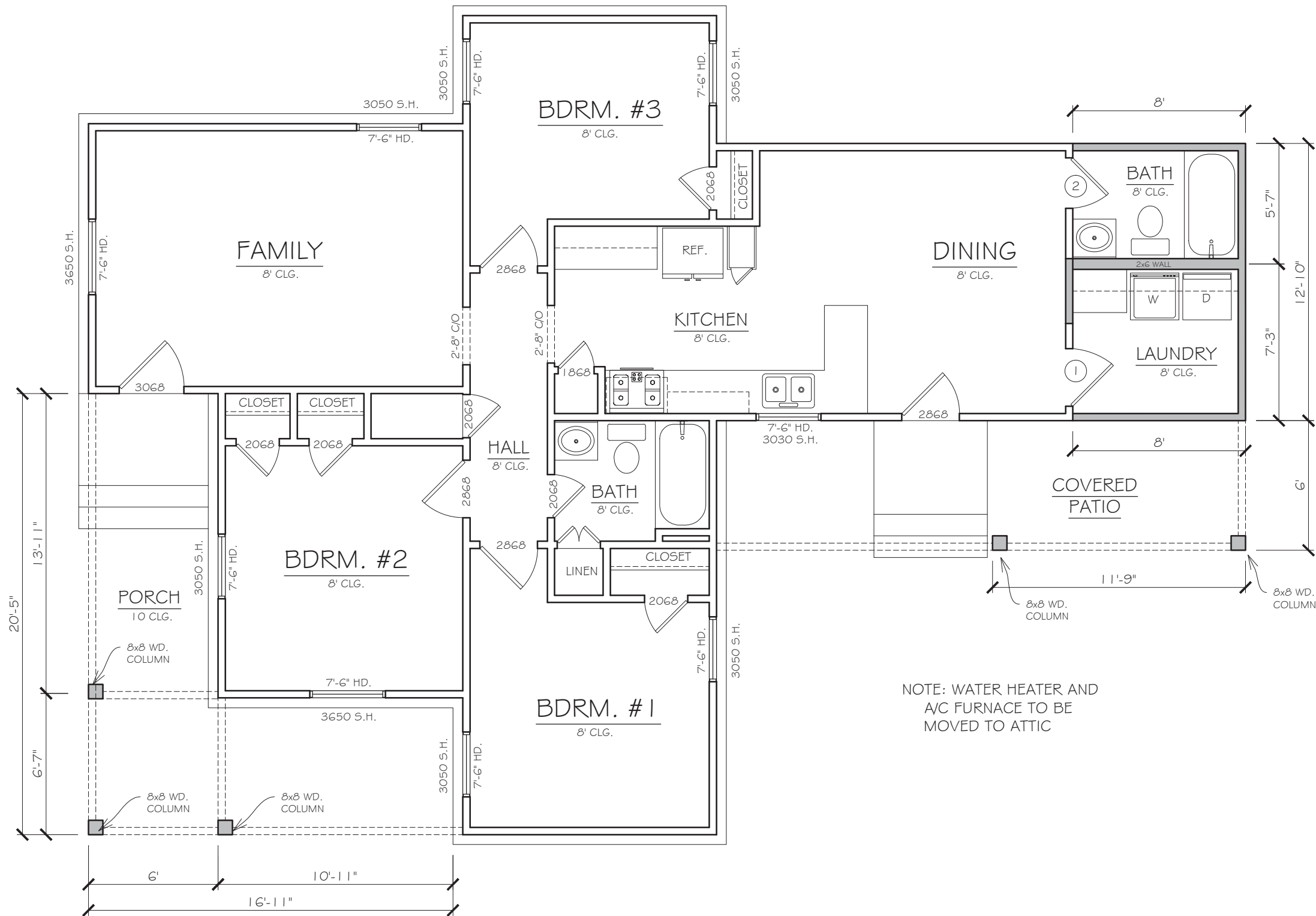
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MAY 28, 2023

**Sheet Title**  
EXISTING  
FLOOR PLAN

**Scale**  
3/16" = 1'-0"

**Sheet No.**

2  
2 of 12



217 E. Park Dr.  
Little Elm, Texas 75068  
Frisco Park Estates  
Block 2 LT 13

RICO DESIGNS  
469.570.1609

Date  
MAY 28, 2023

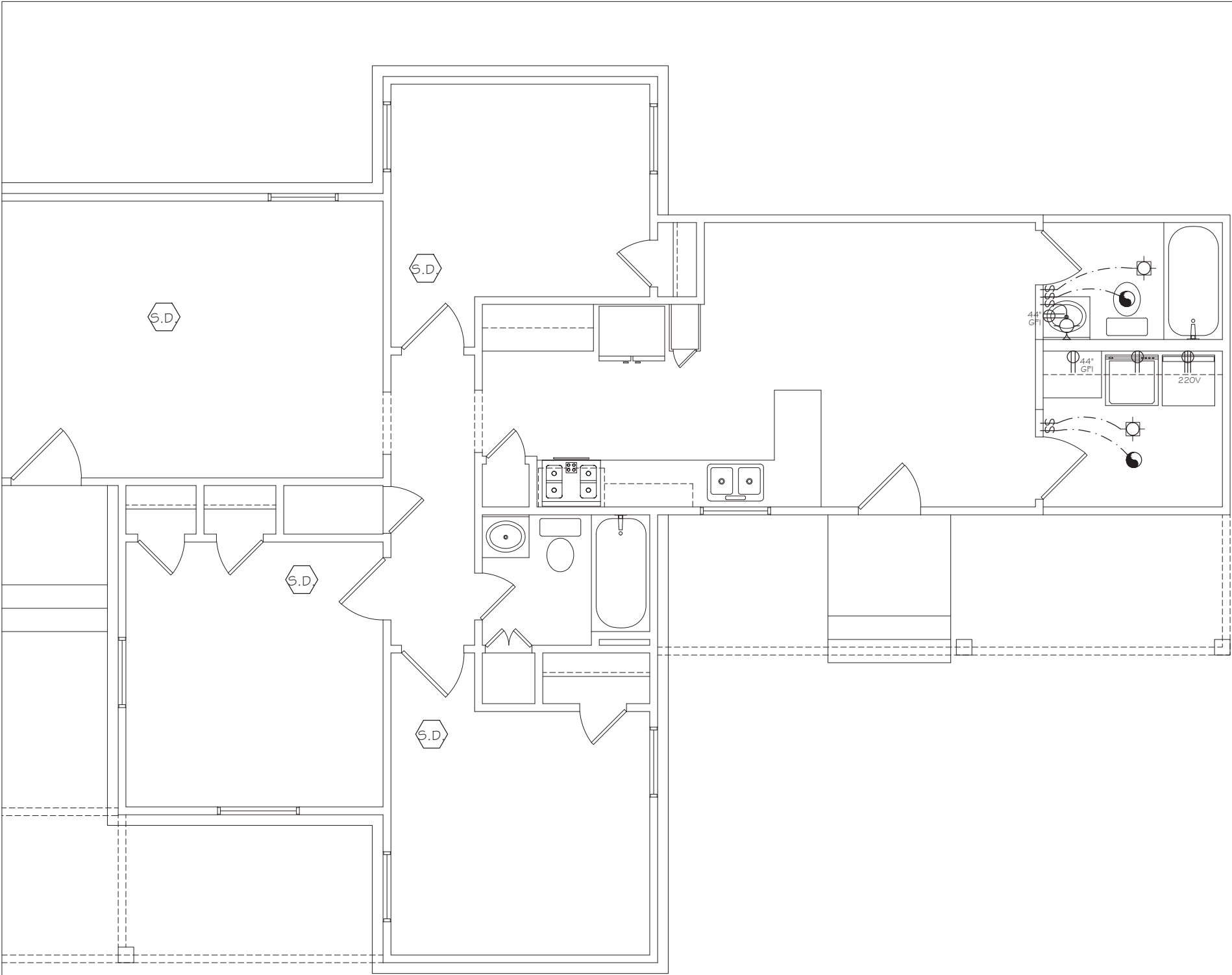
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PROPOSED  
FLOOR PLAN

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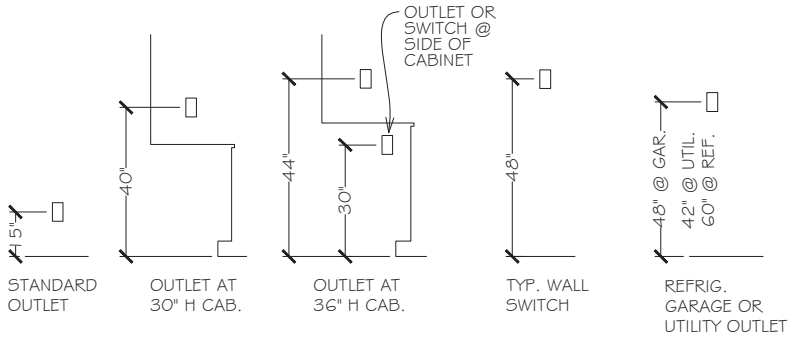
Sheet No.

3  
3 of 12





ELECTRIC FIXTURE HEIGHTS  
UNLESS NOTED OTHERWISE



GENERAL ELECTRICAL NOTES

1. ALL ELECTRICAL DEVICES AND WORK SHALL COMPLY WITH THE HIGHEST STANDARD OF THE GOVERNING ELECTRICAL CODE.
2. PERFORMANCE STANDARDS SHALL CONFORM TO ALL APPLICABLE CODES AND REGULATIONS AS ESTABLISHED BY GOVERNING AND APPROVAL AGENCIES.
3. ALL DEVICES SHALL BE U.L. APPROVED AND BEAR U.L. LABELS.
4. UNLESS NOTED OTHERWISE, ALL SWITCHES AND OUTLET HEIGHTS SHALL BE AS NOTED ON THESE DRAWINGS.
5. SWITCH AND DUPLEX OUTLETS OF MULTIPLE SWITCHES UP TO (4) FOUR WHEN SHOWN ADJACENT TO EACH OTHER ON PLAN SHALL BE GROUPED UNDER (1) ONE PLATE.
6. VERIFY SERVICES AND LOCATION REQUIREMENTS FOR ALL APPLIANCES AND MECHANICAL EQUIPMENT PRIOR TO INSTALLATION.
7. PROVIDE A MINIMUM OF TWO SEPARATE 20 AMP CIRCUITS TO KITCHEN APPLIANCES.
8. PROVIDE A MINIMUM OF ONE SEPARATE 20 AMP CIRCUIT TO LAUNDRY APPLIANCES.

ELECTRICAL LEGEND

\$	SWITCH, SINGLE POLE, +48" AFF (30W)
\$ <sub>3</sub>	THREE-WAY SWITCH
⦶	DUPLEX OUTLET
⦶ <sub>WP</sub>	WEATHERPROOF GROUND 110 V OUTLET
⦶ <sub>220V</sub>	220 VOLT OUTLET
⦶ <sub>GAR</sub>	GARAGE OUTLET
⦶ <sub>FLOOR</sub>	FLOOR DUPLEX
S.D.	SMOKE DETECTOR
▲	PHONE OUTLET
⦶ <sub>TV</sub>	TV OUTLET
⦶ <sub>INC</sub>	LIGHT INCANDESCENT (75W)
⦶ <sub>RECESS</sub>	RECESS CEILING LIGHT
⦶ <sub>WALL</sub>	WALL MOUNT LIGHT
⦶ <sub>TOILET</sub>	120V TOILET EXHAUST FANS TO BE SWITCHED WITH LOCAL LIGHTS (75 W)
FAN/LT	CEILING FAN WITH LIGHT
⬛	ELECTRIC PANEL

NOTE: NOT ALL SYMBOLS ARE USED

NOTE: VERIFY W/ OWNER - ALL ELECTRICAL AND LIGHTING LOCATIONS AND SPECS... INCLUDING SECURITY, AUDIO/VISUAL, ETC.



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469.570.1609

Date  
MAY 28, 2023

Sheet Title  
ELECTRICAL

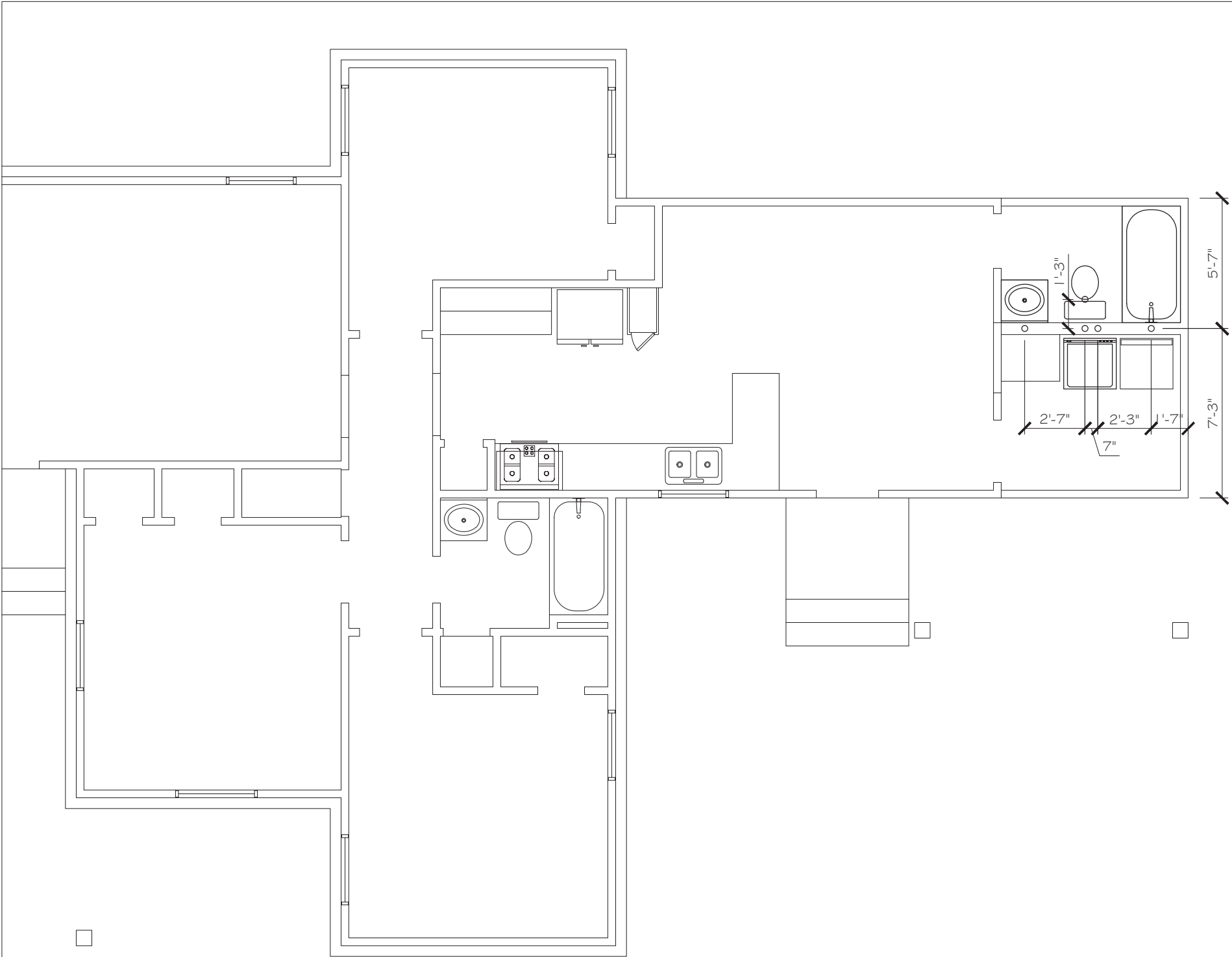
Scale  
3/16" = 1'-0"

Sheet No.

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ELECTRICAL PLAN  
SCALE: 3/16" = 1'-0"



PLUMBING PLAN

SCALE: 3/16" = 1'-0"

PLUMBING NOTES

- A. CONTRACTOR TO VISIT SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS, TO DETERMINE THE EXTENT OF DEMOLITION REQUIRED TO FACILITATE NEW CONSTRUCTION AND INCLUDE ALL SUCH WORK IN HIS/HER BID.
- B. ALL ITEMS TO BE DEMOLISHED NOT SCHEDULED FOR REUSE SHALL BE TURNED OVER TO OWNER FOR SALVAGE AT HIS/ HER DECISION. ANY ITEMS NOT RETAINED BY OWNER SHALL BE DISPOSED OF AT CONTRACTOR'S EXPENSE.
- C. COORDINATE ALL DEMOLITION WITH ARCHITECT AND BUILDING MANAGEMENT.
- D. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES.
- E. REFER TO ARCHITECTURAL DRAWING FOR PLUMBING FIXTURE TYPES AND SPECIFICATIONS. PROVIDE ALL STOP VALVES SHUT-OFF VALVES, P-TRAPS, TAIL PIECES, TRAP PRIMERS, PISTON-TYPE WATER HAMMER ARRESTORS, ETC. AS REQUIRED FOR COMPLETE INSTALLATION. INSULATE ALL EXPOSED WASTE AND WATER LINES WITH 'PLUMBEREX PRO SERIES 2000' INSULATION KIT.
- F. CORE-DRILL ALL HOLES ON SLAB AS REQUIRED FOR NEW PIPING. VERIFY ALLOWABLE CORE SIZE(S) AND EXACT LOCATION OF STRUCTURE BELOW FLOOR WITH STRUCTURAL ENGINEER BEFORE CORING FLOOR. DO NOT CUT ANY STRUCTURAL SUPPORTS. FLOOR MUST BE SEALED TO A WATER TIGHT CONDITION. IF THE EXISTING FLOOR SLAB IS A POST-TENSION TYPE SLAB, THE FLOOR SHALL BE X-RAYED PRIOR TO CORING ANY HOLES THROUGH FLOOR. DO NOT CUT ANY POST-TENSION CABLES WHEN CORING HOLES THROUGH FLOOR.

FIXTURE CONNECTION					
MARK	FIXTURE	WASTE	VENT	CW	HW
WC	WATER CLOSET	4"	2"	3/4"	—
TB	TUB	2"	—	3/4"	3/4"
HS	HAND SINK	2"	1 1/2"	3/4"	3/4"
WH	WATER HEATER	—	—	3/4"	3/4"
WM	WASH MACH.	2"	—	3/4"	3/4"
<div>NOTES:</div> <div>1. SIZES SHOWN ARE MINIMUM UNIFORM PLUMBING CODE REQUIREMENTS FOR TRAPS, TRAP ARM &amp; ROUGH-IN CONNECTION.</div> <div>2. WASTE AND VENT PIPES SHALL BE 2" MIN.</div> <div>3. PEX TUBING TO BE USED TO COLD AND HOT WATER</div> <div>4. PEX BARS BRASS FITTINGS TO BE USED FOR POTABLE WATER.</div> <div>5. SEWER PVC TO BE USED FOR WASTE WATER</div>					

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217 E. Park Dr.  
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Frisco Park Estates  
Block 2 LT 13

RICO DESIGNS  
469.570.1609

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MAY 28, 2023

Sheet Title

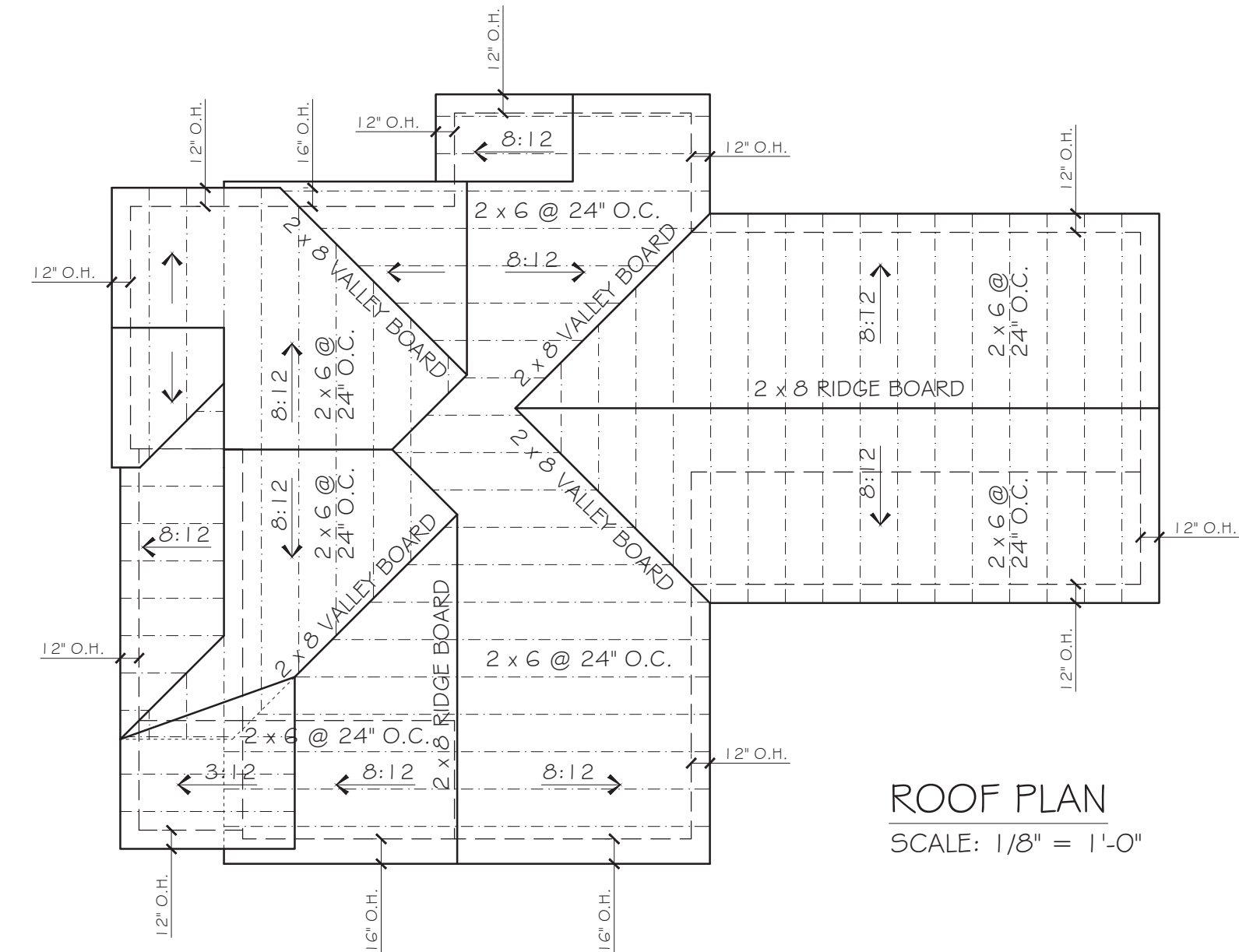
PLUMBING

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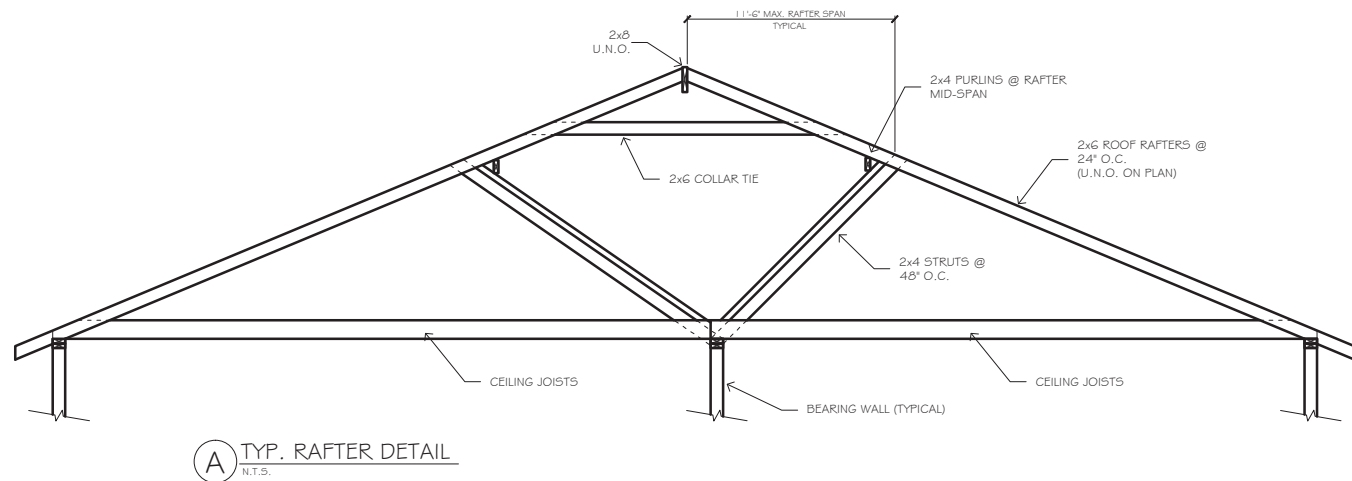
Sheet No.

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ROOF PLAN  
SCALE: 1/8" = 1'-0"



A TYP. RAFTER DETAIL  
N.T.S.

RAFTER SPAN CHART (SHINGLES 20psf)  
REFERENCE=INTERNATIONAL RESIDENCIAL CODE 2018  
TABLE R802.4.1(2)

RAFTERS: CEILING NOT ATTACHED TO RAFTERS,  
DL = 20 PSF, LL = 20 PSF,  $\Delta = 1/180$   
RAFTERS: CEILING ATTACHED TO RAFTERS,  
DL = 20 PSF, LL = 20 PSF,  $\Delta = 1/240$

SPAN CHART FOR #2 SOUTHERN PINE

	RAFTERS, CEILING NOT ATTACHED TO RAFTERS				RAFTERS, CEILING ATTACHED TO RAFTERS			
	12"	16"	19.2"	24"	12"	16"	19.2"	24"
2 X 4	9'-0"	7'-9"	7'-1"	6'-4"	9'-0"	7'-9"	7'-1"	6'-4"
2 X 6	13'-6"	11'-8"	10'-8"	9'-6"	13'-6"	11'-8"	10'-8"	9'-6"
2 X 8	17'-1"	14'-9"	13'-6"	12'-1"	17'-1"	14'-9"	13'-6"	12'-1"
2 X 10	20'-3"	17'-6"	16'-0"	14'-4"	20'-3"	17'-6"	16'-0"	14'-4"
2 X 12	26'-0"	20'-8"	18'-10"	16'-10"	23'-10"	20'-8"	18'-10"	16'-10"

ROOF BRACING SCHEDULE			
TYPICAL ROOF BRACING	HT	REQUIREMENTS	SECTION
	1-8FT.	2X4 "T" BRACING	
	9-16FT.	2X6/2X6 "T" BRACING	
	17-25FT.	2X8/2X8 "T" BRACING	

NOTES, ROOF BRACING

- RAFTERS, RIDGES, HIPs AND VALLEYS SHALL BE #2 SOUTHERN PINE OR EQUAL.
- RIDGE, HIP, VALLEYS, AND PURLIN LOADS SHALL BE DISTRIBUTED TO WALLS OR BEAMS BELOW BY "T" BRACES OF (2) 2X6'S. THE "T" BRACES SHALL BE INSTALLED AT AN ANGLE GREATER THAN 45 DEGREES WITH THE HORIZONTAL. BRACE PURLINS AT 4'-0" O.C.
- RAFTER SPANS EXCEEDING 11'-8" WITH THE HORIZONTAL SHALL BE BRACED WITH A 2X6 PURLIN.
- USE 2X6 RAFTERS @ 24" O.C. UNLESS NOTED OTHERWISE. ALTERNATELY, USE THE SPAN CHARTS PROVIDED.
- NAIL RAFTERS TO RIDGE, VALLEYS, AND HIP USING 4=16D COMMON TOE NAILED OR 3=16D COMMON FACE NAILED MINIMUM.
- TOE NAIL ALL CEILING JOISTS TO TOP PLATE USING 3 10D COMMON. NO MORE THAN 2 NAILS SHALL BE INSTALLED ON EACH SIDE OF A JOIST WITH 2X4 TOP PLATE AND NO MORE THAN 3 NAILS INSTALLED ON EACH OF JOIST WITH A 2X6 TOP PLATE.
- ALL SPLICED RAFTERS SHALL BE SPLICED AND BRACED AT PURLIN LOCATION.



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Date  
MAY 28, 2023

Sheet Title

ROOF PLAN

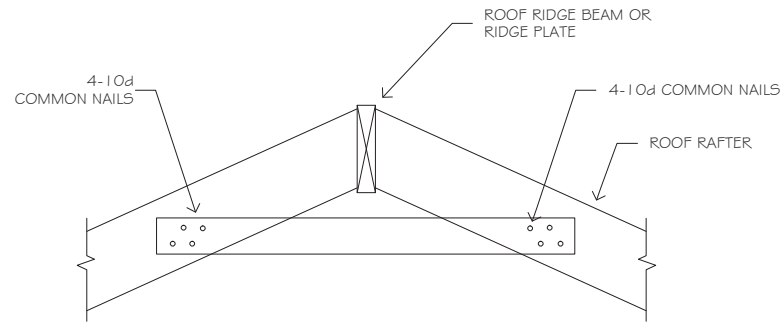
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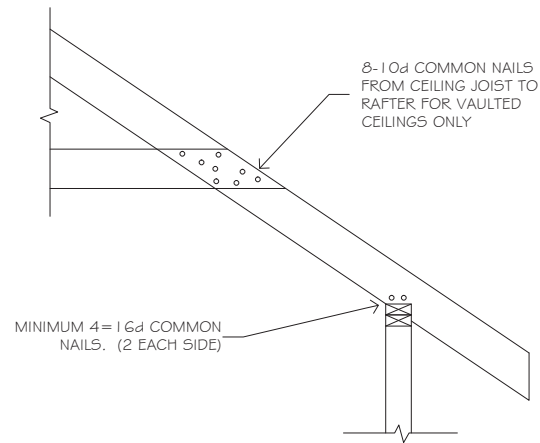
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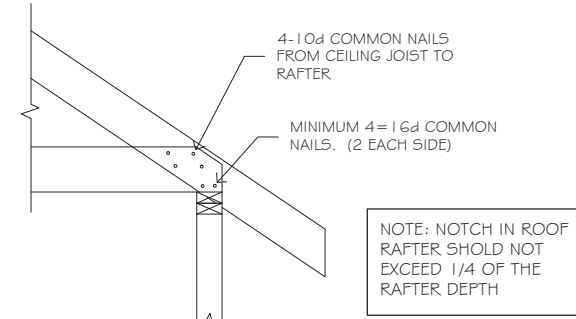




**A** TYPICAL COLLAR TIE  
CONNECTION DETAIL  
N.T.S.

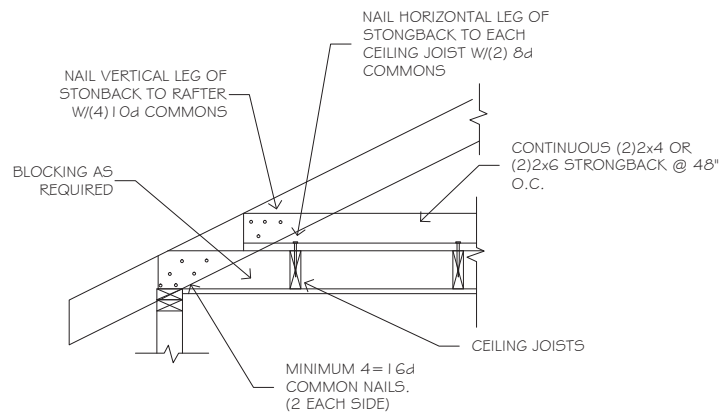


**B** TYPICAL DETAIL @  
VAULTED CEILING  
N.T.S.

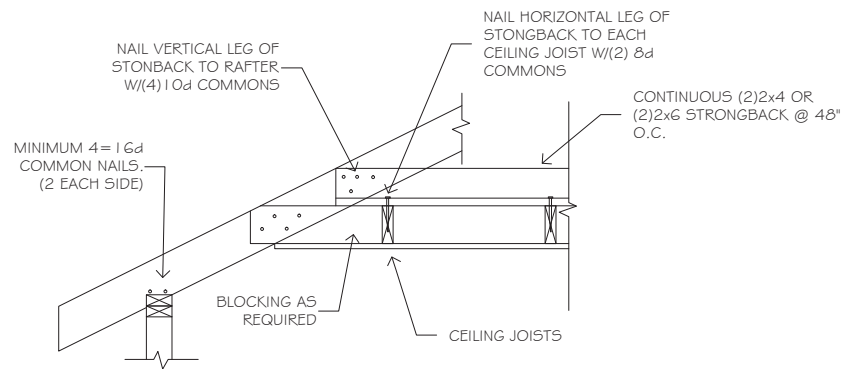


**C** TYPICAL ROOF RAFTER  
ATTACHMENT TO TOP PLATE  
N.T.S.

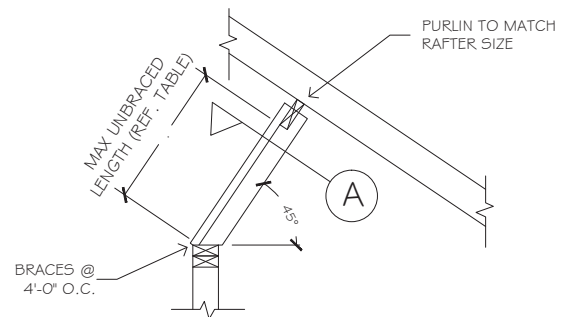
T-BRACE		
UNBRACED LENGTH	FLANGE SIZE	WEB SIZE
UP TO 6'-0"	---	2x4
UP TO 10'-0"	2x4	2x4
UP TO 16'-0"	2x4	2x6
UP TO 20'-0"	2x6	2x6
UP TO 26'-0"	2x6	(2)2x6



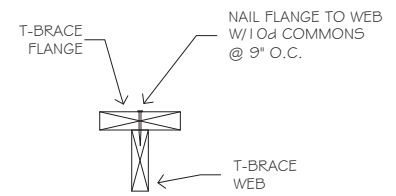
**D** CEILING JOIST PERPENDICULAR  
TO ROOF RAFTER  
N.T.S.



**E** VAULTED CLG. w/ CLG. JOIST  
PERPENDICULAR TO RAFTERS  
N.T.S.



**F** TYP. "T" BRACE  
ROOF PURLIN SUPPORT DET.  
N.T.S.



SECTION A-A



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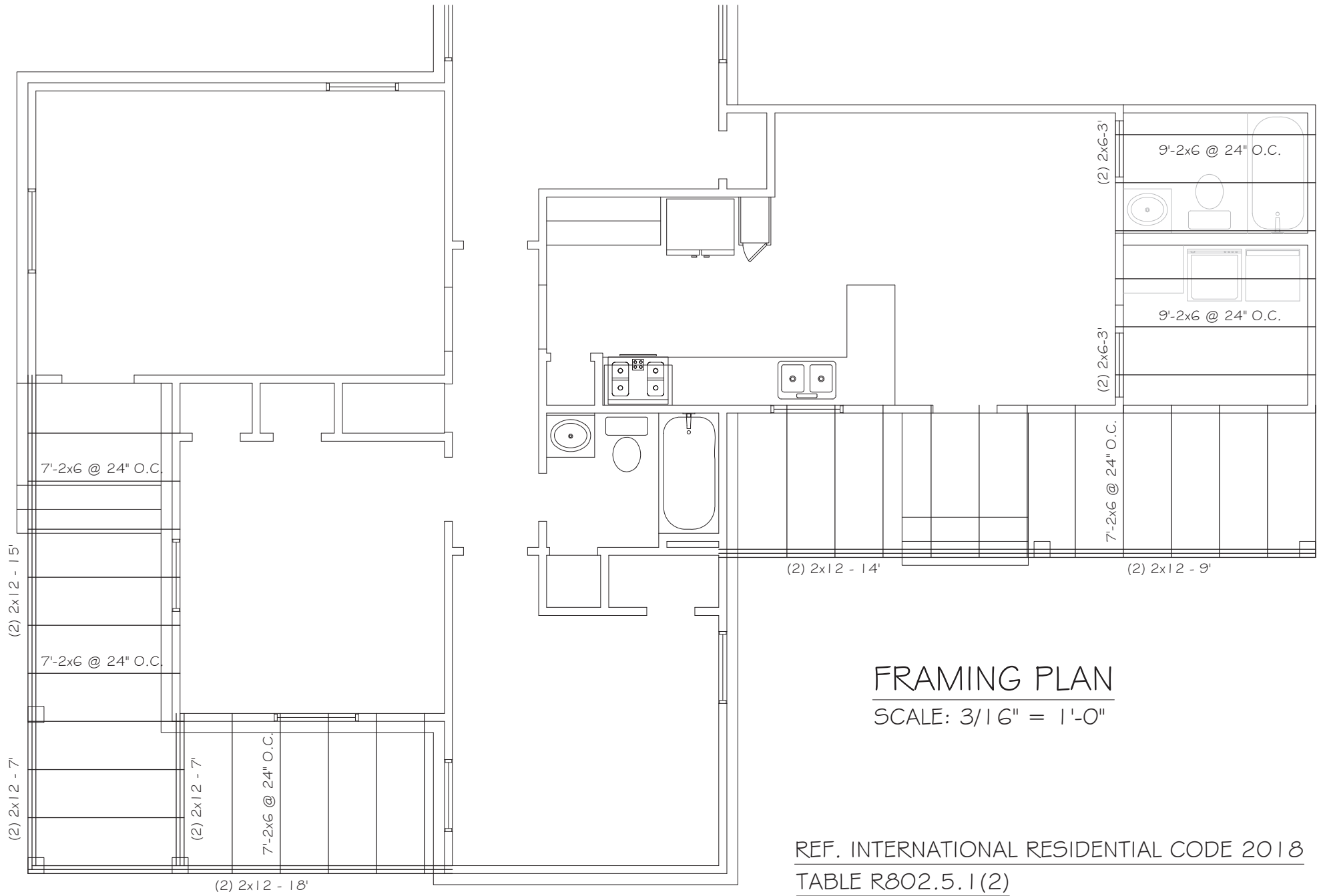
Sheet Title

ROOF DETAILS

Scale  
3/16" = 1'-0"

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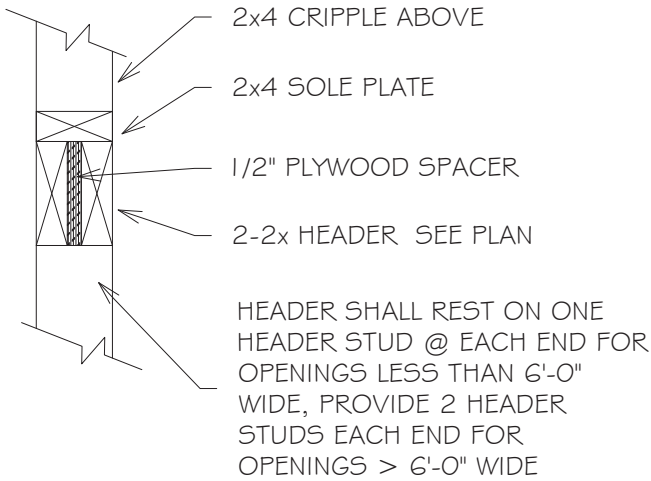
FRAMING PLAN  
SCALE: 3/16" = 1'-0"

REF. INTERNATIONAL RESIDENTIAL CODE 2018  
TABLE R802.5.1(2)

DL = 5psf LL = 10psf, Δ = 1/240  
DL = 10psf LL = 20psf, Δ = 1/240

SPAN CHART FOR #2 SOUTHERN PINE

	CEILING JOISTS DEAD LOAD = 5 LIVE LOAD = 10				CEILING JOISTS DEAD LOAD = 10 LIVE LOAD = 20			
	12"	16"	19.2"	24"	12"	16"	19.2"	24"
2 X 4	11'-10"	10'-9"	10'-2"	9'-3"	9'-3"	8'-0"	7'-4"	6'-7"
2 X 6	18'-8"	16'-11"	15'-7"	13'-11"	13'-11"	12'-0"	11'-0"	9'-10"
2 X 8	24'-7"	21'-7"	19'-8"	17'-7"	17'-7"	15'-3"	13'-11"	12'-6"
2 X 10	26'-0"	25'-6"	23'-5"	20'-11"	20'-11"	18'-1"	16'-6"	14'-9"
2 X 12								

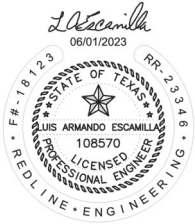


A TYP. HEADER DETAIL  
N.T.S.

NOTES

1. ALL CEILING JOISTS TO BE #2 SOUTHERN PINE.
2. ALL CEILING JOISTS MUST BE NAILED TO TOP PLATE W/3=8D COMMON NAILS.
3. ALL CEILING JOISTS MUST BE NAILED TO RAFTER W/9=16D COMMON NAILS.
4. JOISTS AND BEAM HANGERS, WHERE SPECIFIED, SHALL BE FULLY NAILED PER MANUFACTURER'S CATALOG SPECIFICATIONS.
5. DECKING FOR UNINHABITABLE ATTICS WITH LIMITED STORAGE SHALL BE MINIMUM 7/16" PLYWOOD OR OSB, WITH A SPAN RATING THAT MEETS OR EXCEEDS THE CEILING JOIST SPACING.
6. MULTIPLE-PLY BEAMS, WHERE SPECIFIED, SHALL HAVE EACH PLY NAILED TOGETHER WITH 2 ROWS OF 16D COMMONS @ 12" O.C. (3 ROWS OF NAILS REQUIRED FOR BEAMS EXCEEDING 12" MIN. DEPTH)
7. ALL MULTIPLE-PLY BEAM CALLOUTS ON PLANS SHALL BE #2 SOUTHERN PINE UNLESS NOTED OTHERWISE.

HEADER SPAN ALLOWANCE (MAXIMUM)		
(PLY) SIZE	LOAD BEARING	NON-LOAD BEARING
(2) 2X6's	-	4 FT
(2) 2X8's	4 FT	6 FT
(2) 2X10's	6 FT	8 FT
(2) 2X12's	8 FT	10 FT
LOAD BEARING HEADERS GREATER THAN 8'-0" NEED TO BE SIZED		



North

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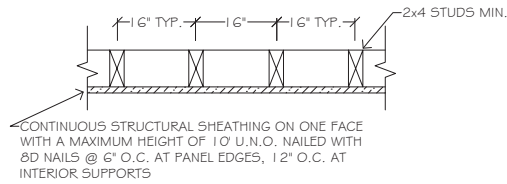
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Block 2 LT 13

Date  
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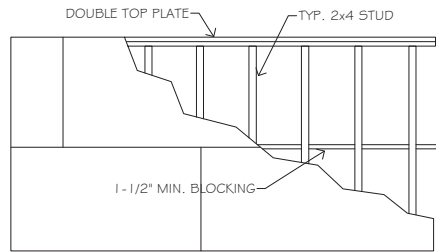
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FRAMING

Scale  
3/16" = 1'-0"

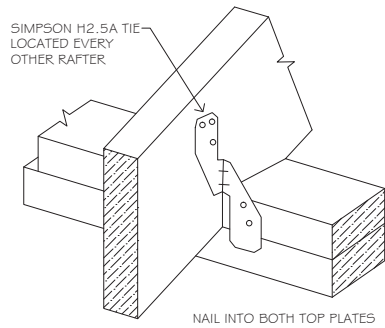
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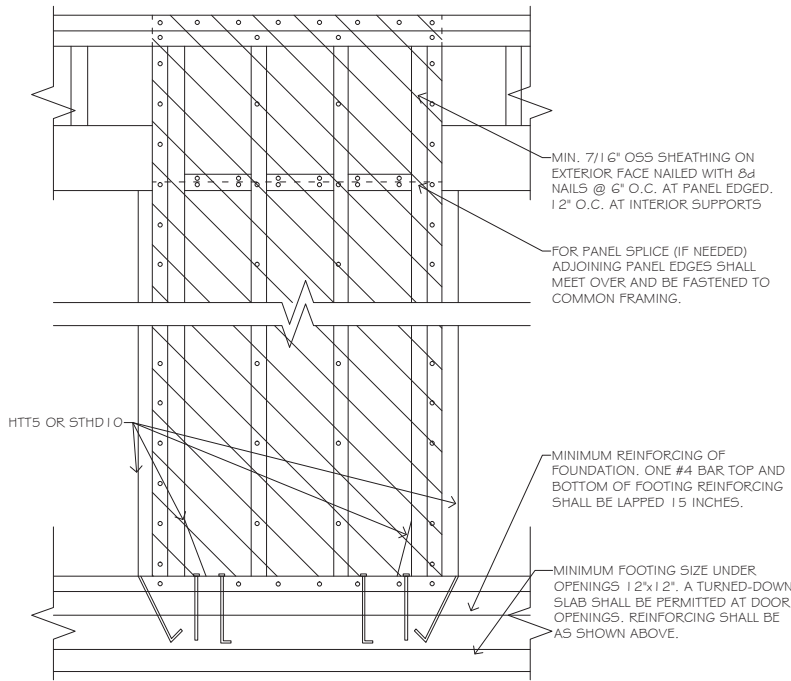
1 SECTION DETAIL  
N.T.S.



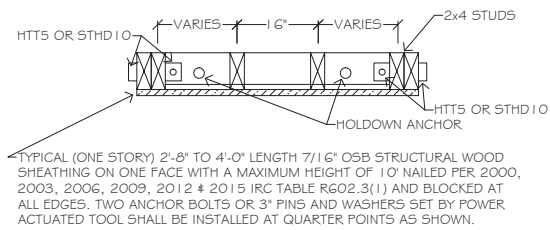
PANEL BLOCKING DETAIL  
N.T.S.



RAFTER TO TOP PLATE DETAIL  
N.T.S.

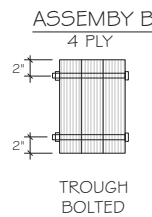
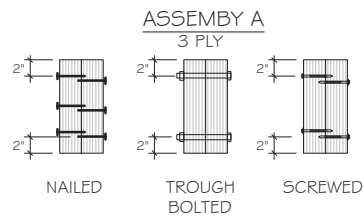


2 SECTION DETAIL (EXTERIOR ELEVATION)  
N.T.S.

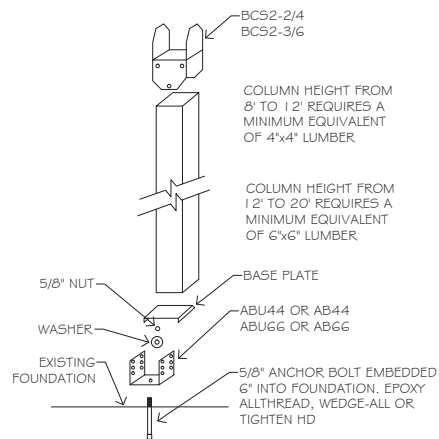


2 SECTION DETAIL (PLAN VIEW)  
N.T.S.

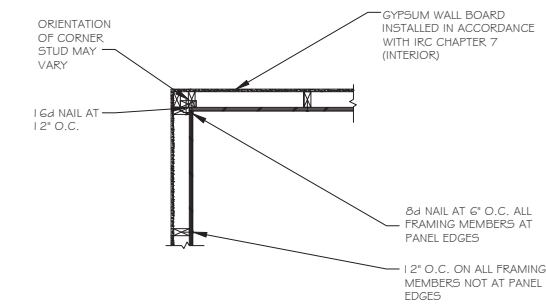
SIDE-LOADED MULTIPLE MEMBER CONNECTION SCHEDULE			
ASSEMBY TYPE	NAILED CONN.	THROUGH-BOLTED CONN.	STRUCTURAL WOOD SCREW CONN.
ASSEMBLY A	3 ROWS 12d COMMON WIRE NAILS AT 12" O.C.	2 ROWS 1/2" DIA. BOLTS W/ WASHERS AT 12" O.C.	2 ROWS 1/4" DIA. x 3 1/2" LONG SCREWS AT 12" O.C.
ASSEMBLY B	NOT APPLICABLE	2 ROWS 1/2" DIA. BOLTS W/ WASHERS AT 12" O.C.	NOT APPLICABLE



LVL BEAM ASSEMBLY  
N.T.S.

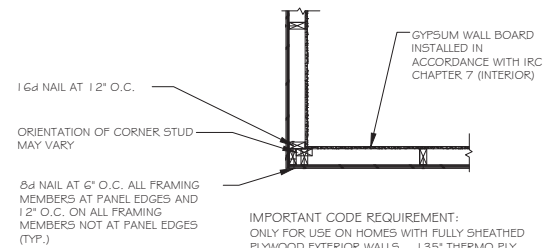


STANDARD COLUMN DETAIL  
N.T.S.

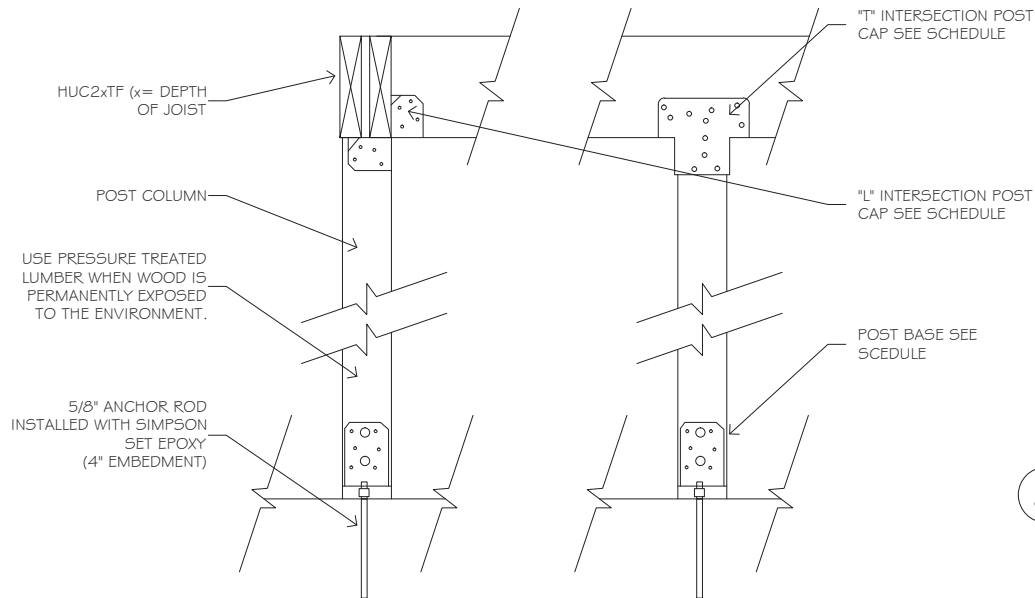


IMPORTANT CODE REQUIREMENT:  
ONLY FOR USE ON HOMES WITH FULLY SHEATHED PLYWOOD EXTERIOR WALLS. .135\"/>

EXAMPLE OF INSIDE CORNER DETAIL  
N.T.S.



EXAMPLE OF OUTSIDE CORNER DETAIL  
N.T.S.



POST SIZE	RECOMENDED BASE	RECOMENDED CAP	"T" CAP	"L" CAP
4 X 4	ABA44Z, ABU44, ABW44Z	BC4, LCE4, ACA	AC4, LP4Z	LCE4
6 X 6	ABAGGZ, ABUGG, ABWG6Z	BC6, LCE4 AC6	AC6, LPC6Z	LCE4
8 X 8	ABU88	BC8, LCE4, PC88	BC8, PCx8, CCx8	LCE4
10 X 10	CB1010	THROUGH BOLTS	ACE, THROUGH BOLTS	THROUGH BOLTS
12 X 12	CB1212	THROUGH BOLTS	ACE, THROUGH BOLTS	THROUGH BOLTS

\* OR EQUIVALENT      x = BEAM WIDTH

NOTES:

- USE SIMPSON Z-MAX FINISH or USP EQUIVALENT FOR POST CONNECTORS WITH PERMANENT EXTERIOR EXPOSURE
- USE PRESSURE TREATED LUMBER WHEN WOOD IS PERMANETLY EXPOSED TO THE ENVIRONMENT.

## GENERAL NOTES

- REFERENCE ARCHITECTURAL DRAWINGS FOR STUD SIZES AND DIMENSIONS.
- ALL RAFTERS/LEDGERS, STUDS, HEADERS AND SHEATHING SHALL BE NAILED IN ACCORDANCE WITH THE 2018 IRC TABLE R602.3(1), UNLESS OTHERWISE NOTED.
- SEAWALL SEGMENTS SHALL BE CONTINUOUS FROM THE MUDSLIDE THROUGH THE DOUBLE TOP PLATE.
- BRACE WALLS LESS THAN 2' IN WIDTH DO NOT REQUIRE BOLTS & WASHERS BETWEEN THE 2 INSTALLED HOLD DOWN STRAPS (HTTS/STHD IO). PROVIDE 1-ANCHOR BOLT C/L OR 2-3" PINS AND WASHERS (SET @ 1/3 POINTS BY A POWDER ACTUATED TOOL) FOR BRACED WALLS FROM 2' TO 2'-8" OVERALL LENGTH.
- MUDSLIDE AT ALL EXTERIOR WALLS SAHLL BE ANCHORED TO THE FOUNDATION SLAB WITH 1/2" ANCHOR BOLTS EMBEDDED 7" INTO THE SLAB AND SPACED 6'-0" O.C. MAX. OR SIMPSON STRONG-TIE MASA MUDSLIDE ANCHORS @ 6'-0" O.C.
- WHERE RAFTERS MEET THE TOP PLATE OF EXTERIOR WALLS, INSTALL SIMPSON STRONG-TIE H2.5 ANCHORS AT EVERY OTHER RAFTER. ANCHORS WITH 445 LB. CAPACITY OR GREATER MAY BE USED AS AN ALTERNATE.
- ALL INTERIOR WALLS TO BE 1/2" SHEETROCK NAILED PER TABLE R602.3(1) OF THE 2000, 2003, 2006, 2009, 2012 & 2015 IRC.
- LET-IN BRACING MAY BE SUBSTITUTED WITH 4X8 STRUCTURAL SHEATHING (RED T-PLY OR OSB) FROM TOP TO BOTTOM PLATE OR CS16 X-BRACING.
- ALL INTERIOR BRACED WALLS MUST BE ANCHORED TO THE FOUNDATION USING SIMPSON TITEN HD 1/2" ANCHOR BOLTS OR APPROVED EQUAL.
  - 1 INSTALL TITEN HD ANCHOR BOLTS AT MAXIMUM SIX FEET ON CENTER, WITH MINIMUM 2-3/4" EMBEDMENT INTO FOUNDATION.
  - 2 MINIMUM TWO BOLTS PER BRACED WALL SECTION, WITH ONE BOLT LOCATED NOT MORE THAN 12" OR LESS THAN SEVEN BOLT DIAMETERS FROM EACH END OF BRACED WALL SECTION.

NOTE: SIMPSON STHD IO OR HTTS CAN BE ROTATED 90°

NOTE: ALL SIMPSON PRODUCTS MAY BE SUBSTITUTED WITH APPROVED EQUAL



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MAY 28, 2023

Sheet Title

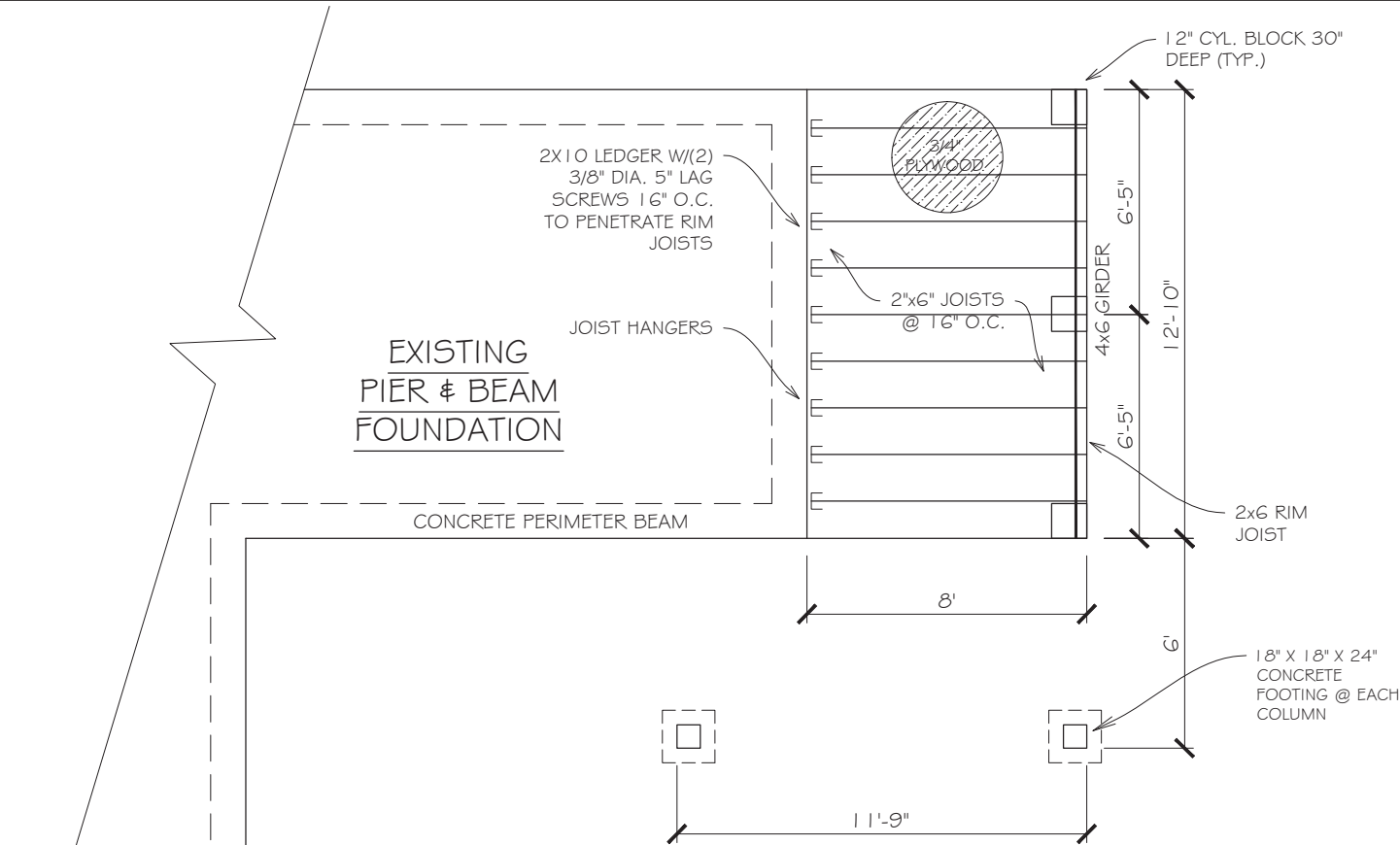
DETAILS

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N.T.S.

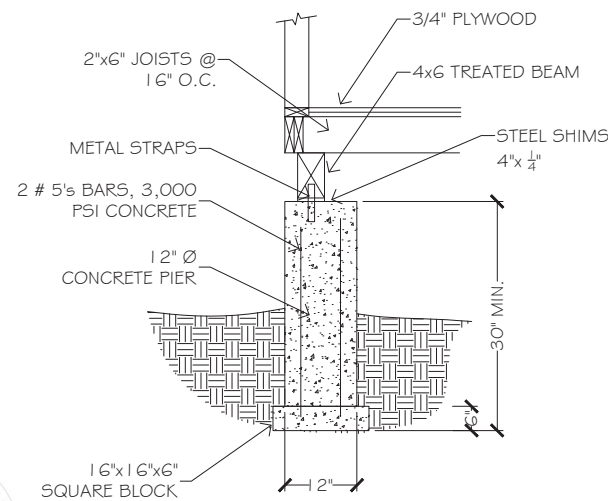
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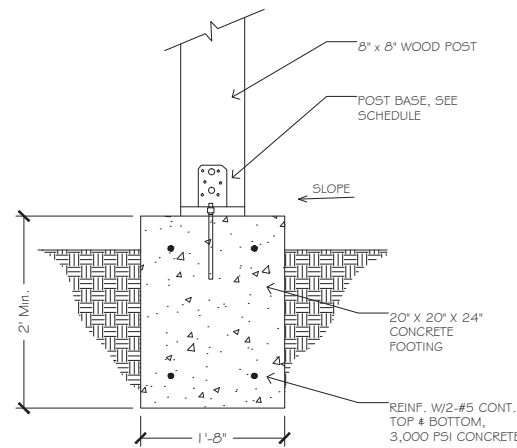




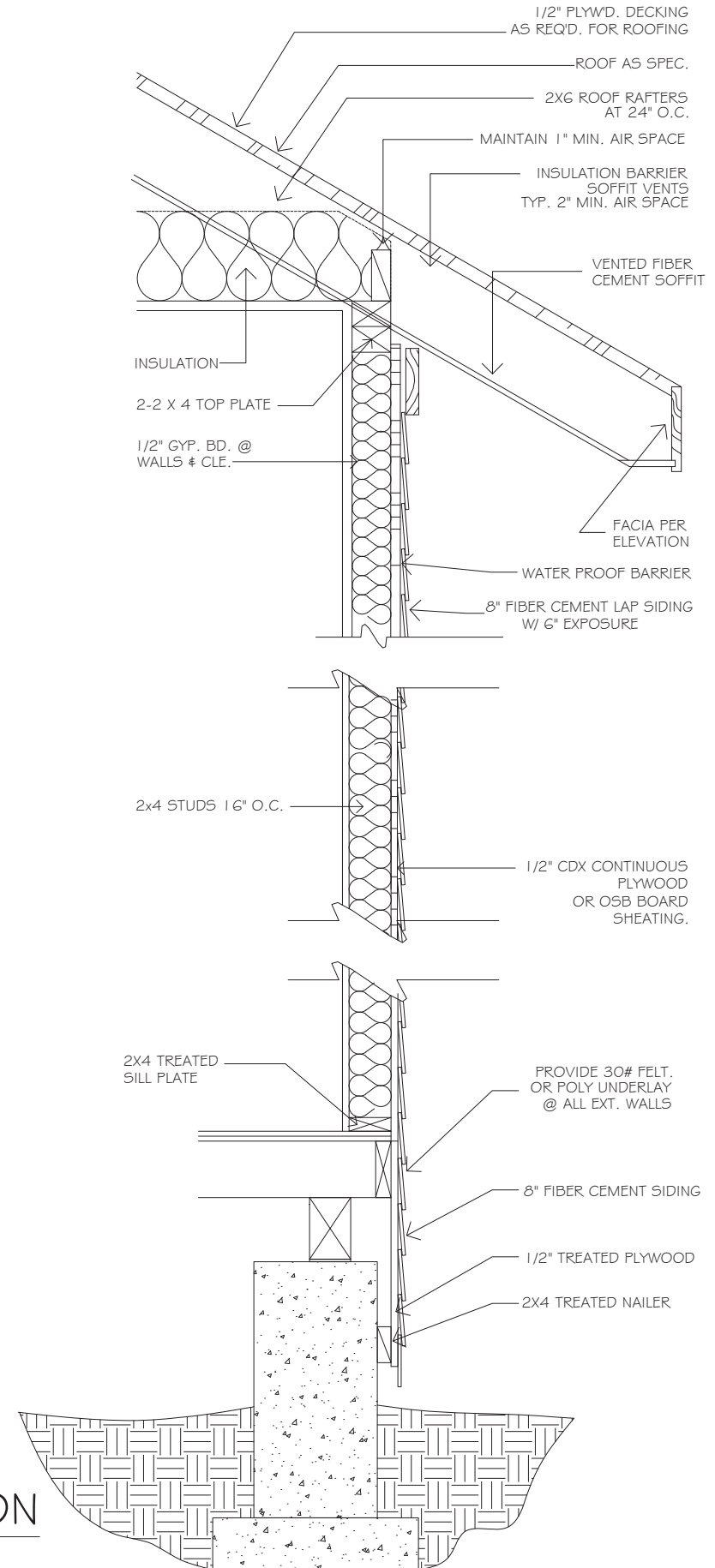
FOUNDATION PLAN  
SCALE: 3/16" = 1'-0"



A EXTERIOR PIER  
N.T.S.



B COLUMN FOOTING  
N.T.S.



WALL SECTION  
N.T.S.



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Date  
MAY 28, 2023

Sheet Title

FOUNDATION

Scale  
3/16" = 1'-0"

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**Date:** 09/05/2023  
**Agenda Item #:** 5. I.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Doug Peach, Deputy Town Manager

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**AGENDA ITEM:**

Consider Action to Approve a **Service Agreement with SPAN, Inc. for Demand Response Transit Services for the 2023-2024 Fiscal Year.**

**DESCRIPTION:**

SPAN, Inc. has presented a Service Agreement for Demand Response Transit Services for the 2023-2024 fiscal year for the Town's consideration. This agreement is consistent with agreements between the Town and SPAN for this type of service over the past nine years. Through this agreement, SPAN provides demand response transit services for Town residents who are age 60 or over, veterans, and people with documented disabilities for \$3.00 per trip for the person utilizing the service. For Fiscal Year 2022-2023, SPAN completed 1,637 trips for Little Elm residents.

For the past two years, SPAN has received funding from the Cares Act for services, so the Town has not paid an annual contribution. That funding will run out December 31, 2023, and the Town will now need to contribute \$33,133 in fiscal year 2023-2024 to continue providing the same level of service we have provided over the past nine years.

Funding of \$35,000 is included in the Town Council budget for 2023-2024.

**BUDGET IMPACT:**

This item has been budgeted for in the General Fund operational budget for Fiscal Year 2023-2024.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

SPAN Agreement  
Presentation





STATE OF TEXAS                   §  
COUNTY OF DENTON           §

## INTERLOCAL AGREEMENT FOR SERVICES

**THIS SERVICE AGREEMENT** ("Agreement") is entered into by and between Little Elm, Texas ("TOWN") acting by and through its duly authorized designee and Span, Inc. ("SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. The TOWN or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

### RECITALS:

- WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- WHEREAS,** the success of or failure of the SPAN's purposes and goals has a relation to the health and welfare of the citizens of the TOWN; and
- WHEREAS,** the TOWN is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS,** the TOWN recognizes that it needs transportation alternatives for its elderly, and disabled citizens to seek routine medical care and to deal with daily routine matters, and the TOWN desires to assist and provide public transportation to said citizens; and
- WHEREAS,** TOWN desires to engage SPAN as an independent contractor, and not as a joint venture, partnership, or employee, to provide the transportation services described herein; and
- WHEREAS,** SPAN is authorized as a non-profit corporation, authorized under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within Denton County, Texas; and
- WHEREAS,** SPAN desires to provide transportability services for TOWN on the terms and conditions set forth in this Agreement.

**NOW THEREFORE,** in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## **Article I Term**

1.01. This Agreement shall commence on October 1, 2023 ("Effective Date") and continue until September 30, 2024.

1.02. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party, subject to federal requirements related to public transportation.

## **Article II Service**

2.01. In accordance with this Agreement, SPAN shall provide door-to-door demand response transit services to TOWN's residents who are sixty (60) years of age or older and persons with documented disabilities, or sixty-five (65) years or older and persons with documented disabilities when 5310 funds are used in support of this Agreement, ("Riders").

2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/TOWN transit service destination area shown on Exhibit "A" hereto ("Service Area"), at a cost to the Riders of Three Dollars (\$3.00). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy").

2.03. Situations may arise when Riders call and request service that is not identified as a part of the Service Area. SPAN may make a request to the TOWN's appointed representative to accommodate the Rider by temporarily transporting outside of the Service Area. The Service Area may be more permanently amended at the request of either Party, if both Parties mutually agree to such amendment of Exhibit A in writing.

2.04. Riders may call at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Riders may schedule a ride by calling SPAN'S Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.



2.05. Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capacity constraints and availability.

### **Article III**

#### **Schedule of Work**

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.

3.03. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the TOWN appointed designee specifically identifying the number of Rider trips, including rider origination, destination, and purpose.

3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

### **Article IV**

#### **Compensation and Method of Payment**

4.01 SPAN received CARES Act federal funding for transportation operations expenses, which allows for 100% reimbursement from the federal government for operations expenses without the need for local funding match from the TOWN as long as these funds are available (the funds are expected to be fully depleted by 1Q24). SPAN's demand response transportation will be provided to the TOWN without fee until CARES Act funding is expended.

4.02. After CARES Act funding has been depleted, the TOWN agrees to pay a reasonable fee for service of \$20.24 per trip. The projected trip count for January 1, 2024 – September 30, 2024 is 1,637 with an annual FY 2024 CITY contribution of \$33,133. Riders shall pay SPAN a price per one-way trip of Three Dollars (\$3.00), to be collected by SPAN at the time of such trip.

4.03. The Fee is based on an average of approximately One Hundred Eighty-Three (183) one-way trips per month. If fewer than One Hundred Eighty-Three (183) one-way trips are used in any given month, the accrued trips shall continue to roll forward monthly until the end of this Agreement.

4.04. SPAN will notify and work with TOWN if demand is higher than projected and amend the contribution amount if agreed to by both parties of the AGREEMENT.

4.05. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance, or provider.

4.06. If an otherwise eligible Rider contacts SPAN for service and the Rider's trip does not qualify for payment by the TOWN under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to such Rider in the Service Area at the total cost of Twenty Dollars and Forty Eight Cents (\$20.24) per one-way trip, which is to be collected by SPAN at the time of such trip.

## **Article V**

### **Devotion of Time, Personnel, and Equipment**

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should TOWN require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by TOWN unless otherwise agreed to in writing.

5.03. The TOWN shall not be required to furnish any facilities, equipment, or personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.

5.04 SPAN reserves the right to suspend or terminate Riders who violate SPAN's policies and procedures.

## **Article VI Miscellaneous**

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

6.03. Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.04. Mediation. In the event of any dispute regarding this Agreement or the terms contained herein, the Parties hereto agree that they shall submit such dispute to non-binding mediation, prior to any litigation being filed.

6.05. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.06. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.07. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.08. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by SPAN pursuant to this Agreement shall

be in the capacity of an independent contractor, and not as an agent or employee of TOWN. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the TOWN's immunity under state or federal law.

6.09. Notice. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for TOWN:

Matt Mueller  
Town of Little Elm  
100 W. Eldorado Parkway  
Little Elm, Texas 75068  
214-975-0400

If intended for SPAN:

Michelle McMahon  
Executive Director  
Span, Inc.  
1800 Malone Street  
Denton, Texas 76201  
940-382-2224 - Office

6.10. Insurance.

(a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to SPAN's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN's employees involved

in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) provide TOWN, its officers, and employees with indemnification under all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to TOWN for cancellation of the insurance;

(3) provide for a waiver of subrogation against TOWN for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to TOWN of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by TOWN.

6.11. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN. It is expressly understood that the TOWN assumes no operational supervision, control or oversight to the services provided under this Agreement. TOWN does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

6.12. Indemnification. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "TOWN") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TOWN OR BREACH OF TOWN'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO

OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF TOWN, IN WHOLE OR IN PART, IN WHICH CASE SPAN SHALL INDEMNIFY TOWN ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO SPAN AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13. Confidentiality Clause. Subject to the requirements of the Texas Public Information Act or as required by Court order, both Parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of any Party that another Party may know or access during performance of this Agreement ("Confidential Information"), and shall not disclose, make available or assign such Confidential Information to any third party without the prior written consent of the Party providing the information except as required by the Texas Public Information Act or Court order.

6.14. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

6.15. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period following the termination of this Agreement shall survive termination.

[Signature Page to Follow]



**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_,2022

TOWN OF LITTLE ELM, TEXAS

By: \_\_\_\_\_  
Matt Mueller, Town Manager

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_,2022

SPAN, INC

By: \_\_\_\_\_  
Michelle McMahon, Executive Director



**EXHIBIT A**  
**SERVICE AREA**

All of Denton County.

**EXHIBIT B**  
**TRANSPORTATION POLICIES AND PROCEDURES**

Attached as separate document, which may be amended from time to time.



# **Town of Little Elm Presentation FY 2024 September 5, 2023**



## Who We Are

---

Span, Inc. is a nonprofit established in 1974 that enables people in Denton County to live as fully and independently as possible by providing nutrition and transportation to seniors, people with disabilities, veterans, and other members of the public.



- Last year, we delivered over **124,000** meals to **1,297** clients. We served **69** clients **7183** meals in The Town of Little Elm.
- All clients receive **5** hot meals per week through home delivery and at various senior centers and senior living apartments throughout Denton County.
- In 2022/2023, we added over **300** new clients and trained over **100** new volunteers.
- Due to additional private grant funding, we will start delivering Ensure supplements to our clients in 2024.

# Meals on Wheels Team

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Our Site Managers are our direct link to the community.

They provide the following for our volunteers:

- Scheduling
- Training
- Support



# Senior Paws

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Through our Senior Paws program, we provide pet food and veterinarian care to homebound clients who might otherwise share their home-delivered meals with their pets.

**Senior Paws depends on donations from the community.**





Span Transportation is a demand response (scheduled) program that provides shared ride services to Denton County residents.

Passenger Fare: \$3.00





## Approved Trip Purposes:

Medical

Shopping for necessities

Public Libraries

Seniors Program

Employment

Education

Nutrition

Recreation

Workshop



# Transportation Front Line

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## **DRIVERS:**

- Trained, Credentialed, and Safe
- Represented on the SPAN Safety Committee
- See Something/Say Something Culture (See the Big Picture)

## **DISPATCH:**

- Client Reservations
- Customer Service
- Driver Liaison / Constant Communication
- Quality Assurance

## **SCHEDULING:**

- Computer Assisted Scheduling
- Ensure Service Quality
- Maximize Rider Access to Trips



# Our Fleet

---

- Over Thirty Vehicles (30)
- Professional Preventative and Running Repair Maintenance
- Vehicles Maintained in State of Good Repair (SGR)
- Audited by TxDOT, NCTCOG, and DPS
- Eight (8) new Mini-Buses Delivered in August
- Fully Accessible Fleet
- All Vehicles Stored and Maintained at Secure Centralized Facility



# City Support

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- CARES Act Funding will be fully expensed soon after December 31, 2023.
- The projected monthly trip count is One Hundred Eighty-Three (183) in FY 2024.
- The Rate per Trip is \$20.24.
- The January - September Budget Request for Local Contribution is \$33,133.
- FY 2023 Unduplicated Riders: Thirty-One (31)



*Thank  
You!*



**Date:** 09/05/2023  
**Agenda Item #:** 5. J.  
**Department:** Development Services  
**Strategic Goal:** Maximize community recreation and leisure activities  
**Staff Contact:** Wesley Brandon, Town Engineer

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**AGENDA ITEM:**

Consider Action to Approve the **Purchase and Installation of Digital LED Video Wall Equipment from Insane Impact.**

**DESCRIPTION:**

During the construction of The Lawn at The Lakefront, staff researched and contacted companies that specialize in installing LED video walls. These large digital video screens provide additional programming opportunities during community events such as concerts and movies in the park.

Staff has received a quote from Insane Impact, a nationwide installer of permanent and mobile LED walls, to install a 17'x10' LED screen on the pavilion stage at The Lawn. Their quote includes a turn-key installation of the screen and all other components required to operate it. It also includes a five-year warranty on labor and an 11-year warranty on parts. They are also a listed vendor through TIPS, a purchasing cooperative that allows municipalities to purchase pre-solicited equipment and services without requiring a separate procurement process.

**BUDGET IMPACT:**

Funding for the project is allocated within the capital improvement program budget, however staff intends to utilize potential costs savings from other projects to fund the cost.

\$	85,627.50	Project Quote
\$	4,372.50	Contingency
<hr/>		
\$	<b>90,000.00</b>	<b>Proposed Funding Amount</b>

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Project Quote

Video Wall Location



**Site Address**

School Name

Address Line 1

City, State Zip Code

Customer: Little Em Stage Project

Date: 7/7/2023

Quote expires: 8/6/2023

Category	Item Description	W	x	H	Unit Price	Quantity	Total Price
LED	DioPlex HD-4X	17	x	10	\$ 49,950.00	1	\$ 49,950.00
LED							
Notes: Screen Qty: 1						Subtotal	\$ 49,950.00
Marquee Processor	No selection				\$ -	0	\$ -
Install Processor	NovaStar VX1000				\$ 2,760.00	1	\$ 2,760.00
Notes:						Subtotal	\$ 2,760.00
Computer &	2023 Rack Implementation				\$ 4,500.00	1	\$ 4,500.00
Playback Software	Intel NUC Desktop PC				\$ 1,549.00	1	\$ 1,549.00
	Air Conditioned Unit for Rack				\$ 849.00	1	\$ 849.00
	No selection				\$ -	0	\$ -
	No selection				\$ -	0	\$ -
	No selection				\$ -	0	\$ -
	No selection				\$ -	0	\$ -
Notes:						Subtotal	\$ 6,898.00
Fiber	No selection				\$ -	Yes	\$ -
Notes:						Subtotal	\$ -
Labor and Travel							
Notes:					Delivery / Freight	\$ 3,240.00	
					Hotel	\$ 2,800.00	
					Labor	\$ 5,000.00	
					Specialty Labor	\$ 1,250.00	
					Travel/Misc Expenses	\$ 850.00	
					Per Diem	\$ 675.00	
					Subtotal	\$ 13,815.00	
Equipment Rental							
Notes:					Crane	\$ -	
					Scissor Lift	\$ 1,866.00	
					Variable Reach	\$ -	
					Duradeck Ground Covering	\$ -	
					Subtotal	\$ 1,866.00	
Fabrication, Steel, Signage and Audio							
					Hardware	\$ 7,000.00	
					Unistrut Assembly (Outdoor)	\$ -	
					Catwalks	\$ -	
					Ladder / Stairs	\$ -	
					Guardrails	\$ -	
					Angle Ledger	\$ -	
					Truss structure (1.5" x 1.5")	\$ -	
					Truss structure (3" x 1.5")	\$ -	
					Lit Signage (Channel letters)	\$ -	
					Non-Lit Signage (Channel letters)	\$ -	
					Lit Truss logo	\$ -	
					Non-Lit Truss logo	\$ -	
					Mesh Speaker Cabinet Banner	\$ -	
					Backlit Ad Panels:	\$ -	
					Screen Covers (All 3 Screens)	\$ 3,000.00	
					Contingency (2.5%)	\$ 338.50	
Audio: No Selection						\$ -	
					Subtotal	\$ 10,338.50	
					Job Total:	\$ 85,627.50	
					Tax:	No	
					State Tax Rate	6%	
					Project Total:	\$ 85,627.50	





School Name  
Address Line 1  
City, State Zip Code

Customer: **Little Em Stage Project**  
Date: 7/7/2023  
Quote expires: 8/6/2023

LED Total Watts #N/A  
Audio Total Watts: 0  
Signage Total Watts:

#### Warranty Information Overview:

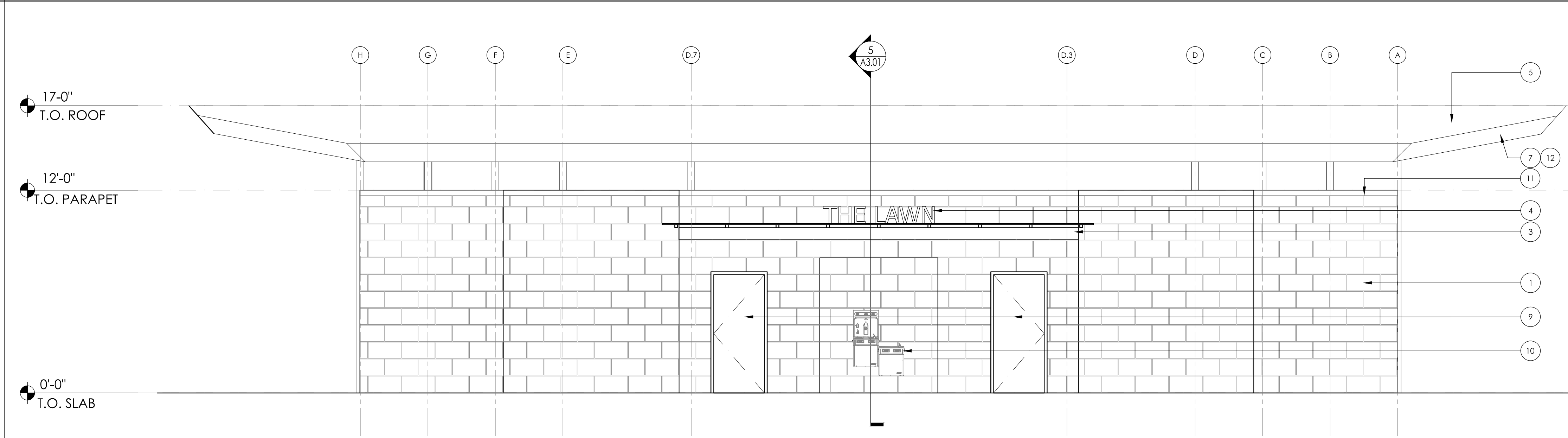
##### Outdoor Panels

Product / Service	Warranty Period	Coverage
LED Panels (DioPlex-H, D, CG Models)	11 Years or 100,000 hours (whichever comes first)	Manufacturing defects, components, pixel / IC Chip failure (parts only)
Service Labor	5 years (1,825 days)	Manufacturing defects, internal component replacement diagnostic (non-maintenance)
Video Processors (NovaStar)	N/A	As warrantied by NovaStar
Rigging Hardware / GSR	1 Year	Manufacturing defects (Parts only)
Cables / Accessories	30 days	Manufacturing defects (Parts only)

##### Indoor Panels

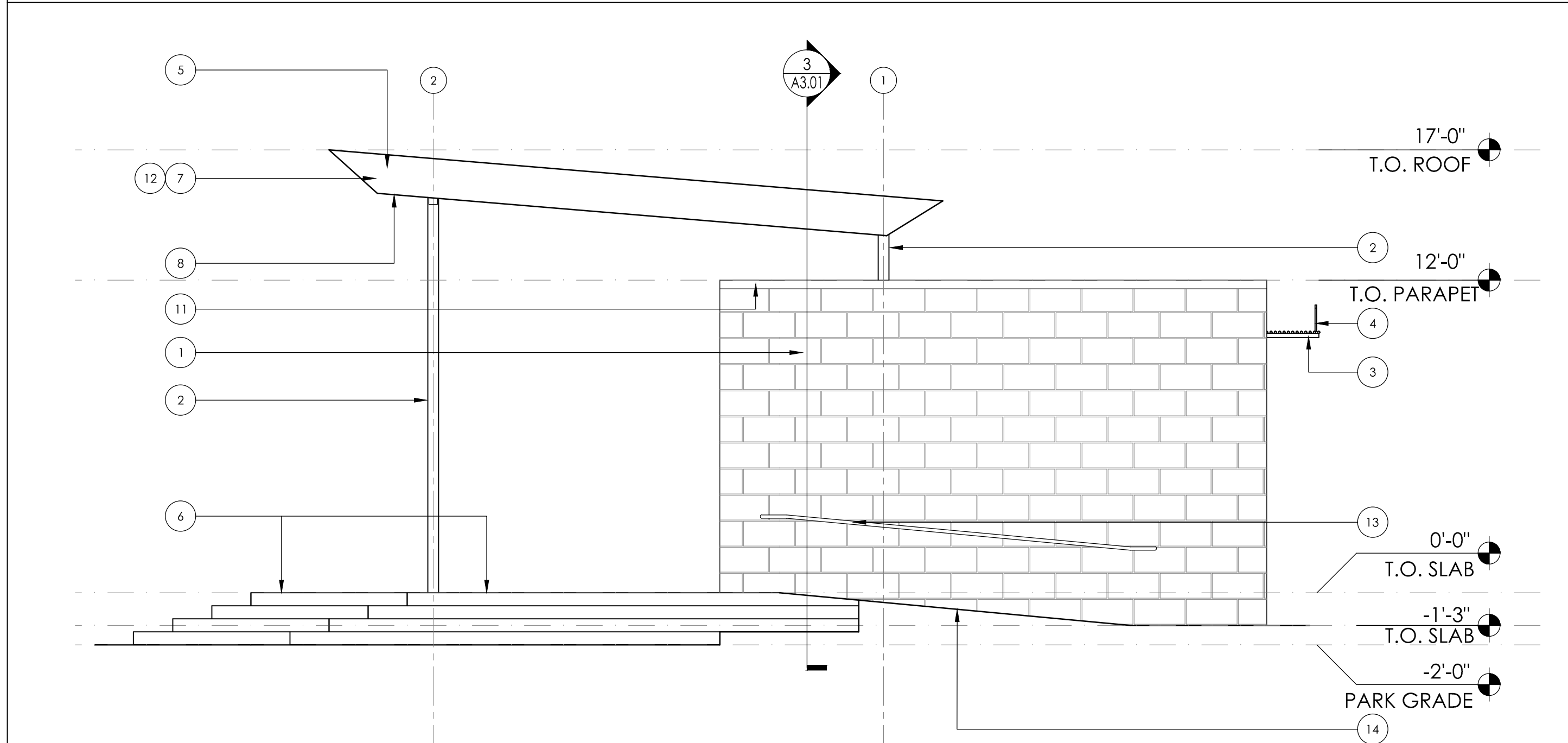
Product / Service	Warranty Period	Coverage
LED Panels (ViuPlex, ViuSite)	7 Years (2,555 days)	Parts, Manufacturing defects, components, pixel / IC chip failure
Service Labor	5 years (1,825 days)	In-facility bench service, non-maintenance on-site service (installed products only)
Video Processors (NovaStar)	N/A	As warrantied by NovaStar
Rigging Hardware / GSR	1 Year	Manufacturing defects (Parts only)
Cables / Accessories	30 days	Manufacturing defects (Parts only)

Category	Item Description:	Quantity
<b>Spare Parts (5% of total order)</b>		
	Master PowerCon:	1
	Master Signal:	1
	Modules:	9
	Power Supplies:	2
	Receiving Cards:	2
	Hub Boards:	2
	Cable Assemblies:	2

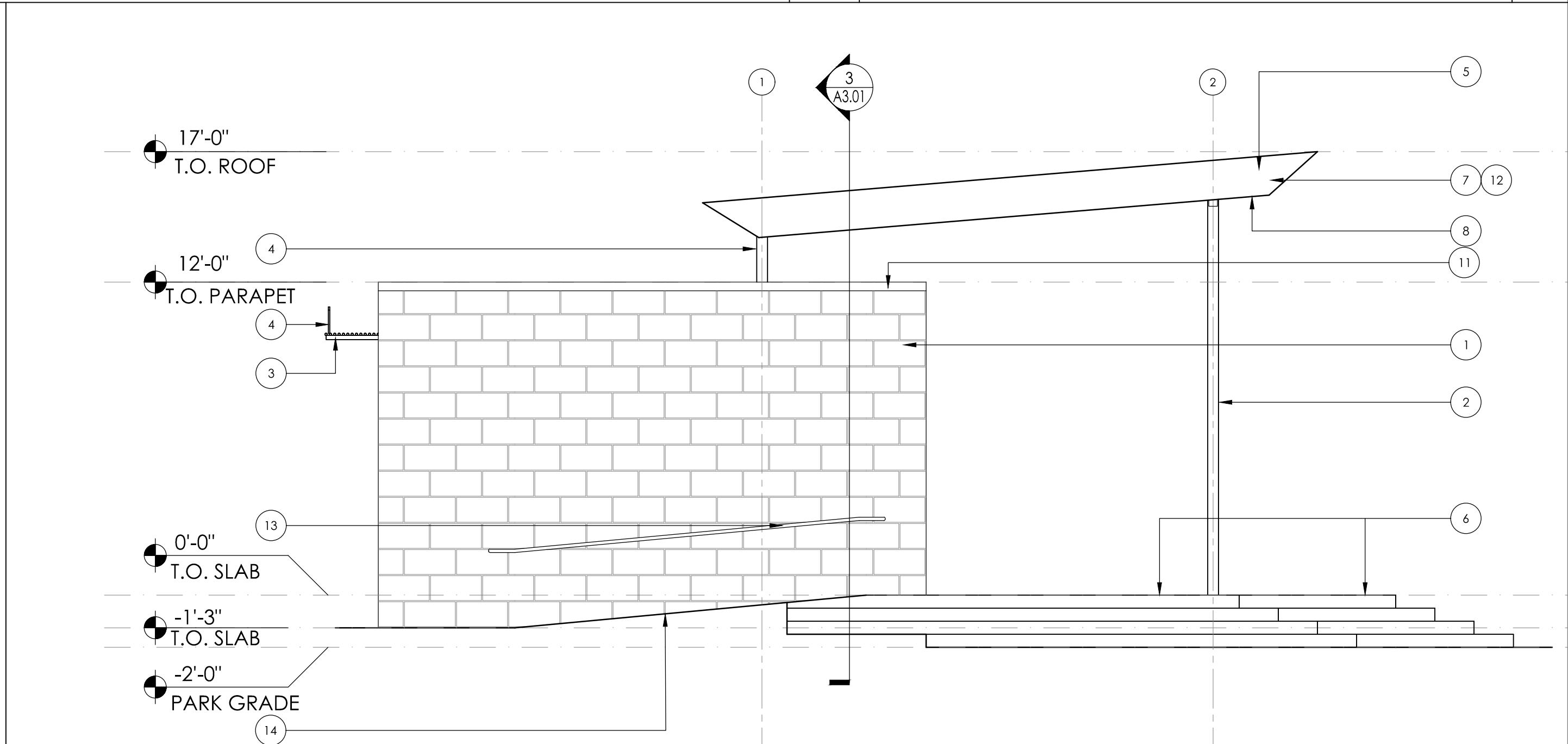


- KEYED NOTES:
- 1 STONE VENEER ; ST-1
  - 2 STEEL TUBE COLUMN; MTL-1. REFER TO STRUCTURAL.
  - 3 STEEL CANOPY; MTL-1
  - 4 SIGNAGE LOCATION. G.C. TO PROVIDE J-BOX AND RACEWAY.
  - 5 SCHEDULED ROOF SYSTEM. REFER TO ROOF PLAN.
  - 6 CONCRETE STAIRS/STAGE. REFER TO STRUCTURAL.
  - 7 STEEL FRAMING. REFER TO STRUCTURAL.
  - 8 METAL PANEL CEILING; MP-1.
  - 9 SCHEDULED DOOR. REFER TO DOOR SCHEDULE.
  - 10 ELECTRIC WATER COOLER. REFER TO PLUMBING.
  - 11 PREFABRICATED METAL COPING CAP, MTL-1
  - 12 FASCIA PANEL; ACM-1
  - 13 RAMP HANDRAIL, MTL-1, REFER CIVIL
  - 14 CONCRETE RAMP, REFER CIVIL

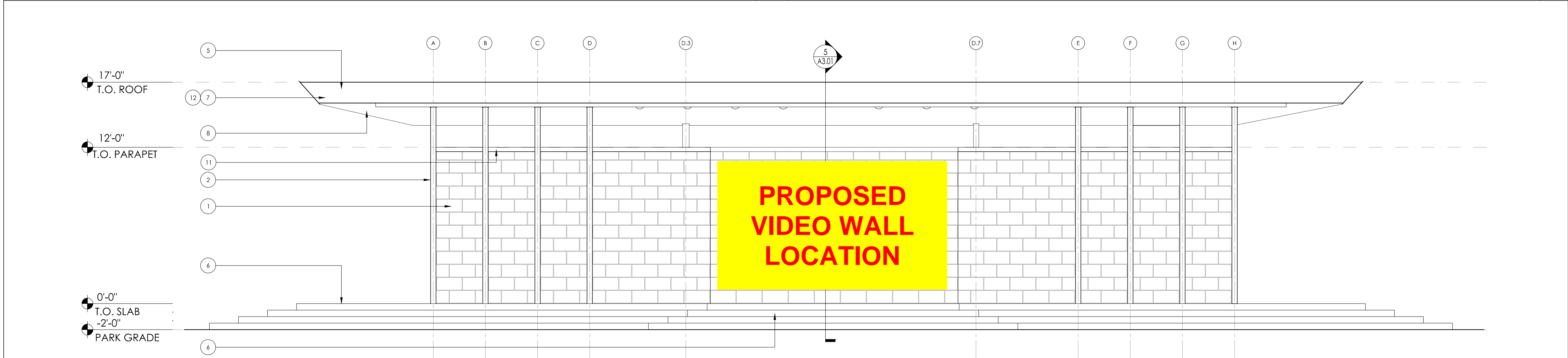
EXTERIOR ELEVATION - NORTH 1/4" = 1'-0" 5 KEYED NOTES 4 N.T.S.



EXTERIOR ELEVATION - EAST 1/4" = 1'-0" 3



EXTERIOR ELEVATION - WEST 1/8" = 1'-0" 2



EXTERIOR ELEVATION - SOUTH 1/4" = 1'-0" 1

REVISIONS		NO.	DATE	DESCRIPTION

**BUILDING ELEVATIONS**

**DUNAWAY**  
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107  
817.858.7111

**THE LAWN AT LAKEFRONT  
MAIN STREET  
LITTLE ELM, TEXAS**

**7**  
901 SOUTH MAIN STREET FORT WORTH, TX 76104  
cinfo@studio7fw.com

REGISTERED ARCHITECT  
STEVEN J. HALLIDAY, AIA  
2003  
STATE OF TEXAS  
12/08/2021

JOB NO. 210022

DESIGNED BY:

DRAWN BY:

CHECKED BY:

DATE: 12.08.2021

SHEET: **A2.01**



**Date:** 09/05/2023  
**Agenda Item #:** 5. K.  
**Department:** Finance  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

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**AGENDA ITEM:**

Consider Action to Award **RFQ 2023-06 for Professional Engineering Services and Execute Master Professional Services Agreements.**

**DESCRIPTION:**

In October 2022 the Town issued a request for qualification (RFQ) for Professional Planning, Surveying, and Engineering Services. Offers were requested in six (6) areas of expertise, including Planning, Civil & Environmental, Landscape Architecture, Geotechnical, Traffic, and Land Surveying. The RFQ was advertised in the local paper, and posted on the Town's eProcurement system on which two hundred sixty-four (264) firms were notified. Responses were received from thirty-four (34) firms. Evaluations were conducted by staff, and each firm was evaluated based on criteria listed in the RFQ for each area of expertise. Upon conclusion of the evaluation, Staff has recommended the award to the following firms for each area:

Planning:

Halff Associates

Kimley Horn & Associates

Olsson, Inc.

Civil & Environmental:

Birkhoff, Hendricks & Carter, L.L.P.

Cobb, Fendley & Associates, Inc.

CRIADO & Associates, Inc.

Freese & Nichols

Kimley-Horn and Associates

Pacheco Koch Consulting

Teague Nall and Perkins, Inc.

Landscape Architecture:

Dunaway& Associates, L.P.  
Parkhill, Smith & Cooper Inc.  
Studio Outside

Geotechnical:  
Alliance Geotechnical Group, Inc.  
D&S Engineering Labs, LLC  
Kleinfelder, Inc.

Traffic Engineering:  
Cobb, Fendley & Associates, Inc.  
Lee Engineering, LLC

Land Surveying:  
Cobb, Fendley & Associates, Inc.  
CRIADO & Associates, Inc.  
Halff Associates  
Teague Nall and Perkins, Inc.

As specific projects arise, Engineering staff will choose the best fit from the list of firms and work orders will be issued to accompany the master agreement. The term of the agreement will be five (5) years.

**BUDGET IMPACT:**

There are no funding requests at this time. Work Orders will be presented to Council in the event the dollar threshold requires approval.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

2023-06 Evaluation  
Master Agreement  
Work Order Sample

Town of Little Elm  
RFQ 2023-06 Professional Engineering Services  
Evaluation

Planning	Dunaway Associates, Inc.	Freese & Nichols	Half Associates	John R McAdams Co	Kimley Horn & Associates, Inc.	Olsson, Inc.	Peloton Land Solutions, Inc.
	Fort Worth, TX	Fort Worth, TX	Richardson, TX	Roanoke, TX	Dallas, TX	Plano, TX	Fort Worth, TX
Qualifications (25%)	20	15	25	10	25	25	15
Experience (20%)	15	10	20	10	20	15	15
References (20%)	15	15	15	15	15	15	15
Resources (20%)	20	20	20	20	20	20	20
Approach (15%)	15	5	15	5	15	15	5
	85	65	95	60	95	90	70

Civil & Environmental	Birkhoff, Hendricks & Carter, L.L.P.		Cobb, Fendley & Associates, Inc.		CRIADO & Associates, Inc.		Dunaway& Associates, L.P.		Freese & Nichols Garver, LLC		Halff Associates		John R McAdams		Kimley-Horn and Kleinfelder, Inc.		KSA Engineers, Inc.					
	Dallas, TX		Frisco, TX		Dallas, TX		Fort Worth, TX		Fort Worth, TX		Frisco, TX		Richardson, TX		Roanoke, TX		Dallas, TX		Irving, TX		McKinney, TX	
	Qualifications (25%)	20	20	20	20	15	20	20	20	20	20	20	20	20	25	25	20	15	15	15	15	20
Experience (20%)	20	20	20	20	15	20	20	20	20	20	20	20	20	15	20	15	20	15	20	15	20	20
References (20%)	20	20	20	20	20	20	20	20	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Resources (20%)	15	20	15	15	15	15	15	15	15	20	15	20	15	20	15	20	15	15	15	15	15	15
Approach (15%)	15	15	15	15	15	15	15	15	15	10	15	15	15	15	15	15	15	15	15	15	15	15
Total		90	95	90	80	90	85	85	80	95	85	85	80	95	85	85	85	85	85	85	85	85

Civil & Environmental Continued	Olsson, Inc.	Pacheco Koch Consulting	Parkhill, Smith & Cooper Inc.	Peloton Land Solutions, Inc.	Quiddity	Raymond L. Goodson Jr., Inc.	RPS Infrastructure	Shield Engineering Group	Teague Nall and Perkins, Inc.	TRC Engineers Inc	Weston Solutions Inc.
	Plano, TX	Dallas, TX	Lubbock, TX	Fort Worth, TX	Plano, TX	Dallas, TX	Plano, TX	Fort Worth, TX	Fort Worth, TX	Arlington, TX	Frisco, TX
Qualifications (25%)	25	20	20	20	25	25	20	20	20	20	15
Experience (20%)	10	20	15	20	20	15	15	10	20	20	15
References (20%)	15	20	20	15	15	15	15	15	20	10	15
Resources (20%)	20	20	15	20	15	20	15	15	20	15	20
Approach (15%)	15	15	15	10	10	10	15	15	15	10	10
	85	95	85	85	85	85	85	75	95	75	75

\*An offer was received from Braun Intertec, but was disqualified from this section due to lack of C&E qualifications

Landscape Architecture	Dunaway & Associates, L.P.	Freese & Nichols	Half Associates	John R McAdams	Kimley-Horn and Associates	Olsson, Inc.	Pacheco Koch Consulting	Parkhill, Smith & Cooper Inc.	Studio Outside	Teague Nall and Perkins, Inc.	TRC Engineers Inc
	Fort Worth, TX	Fort Worth, TX	Richardson, TX	Roanoke, TX	Dallas, TX	Plano, TX	Dallas, TX	Lubbock, TX	Dallas, TX	Fort Worth, TX	Arlington, TX
Qualifications (25%)	25	20	25	20	20	20	15	20	25	20	20
Experience (20%)	20	15	20	15	15	10	15	20	20	15	15
References (20%)	20	15	15	15	15	15	20	20	20	20	10
Resources (20%)	15	20	15	15	20	15	0	20	15	15	10
Approach (15%)	15	15	15	15	15	15	15	15	15	15	15
	95	85	90	80	85	75	65	95	95	85	70

Town of Little Elm  
RFQ 2023-06 Professional Engineering Services  
Evaluation

Geotechnical	Alliance Geotechnical Group, Inc.	Alpha Testing, Inc.	Braun Intertec Corporation	D&S Engineering Labs, LLC	ECS Texas, LLP	HVJ North Texas - Chelliah Consultants, Inc.	Kleinfelder, Inc.	Olsson, Inc.	Raba Kistner, Inc.	TRC Engineers Inc
	Dallas, TX	Dallas, TX	Dallas, TX	Denton, TX	Carrollton, TX	Dallas, TX	Irving, TX	Plano, TX	San Antonio, TX	Arlington, TX
Qualifications (25%)	20	25	25	25	25	25	25	25	20	20
Experience (20%)	20	20	20	20	20	20	20	20	20	20
References (20%)	20	15	15	20	15	15	15	15	15	10
Resources (20%)	20	15	15	15	15	15	20	15	20	15
Approach (15%)	15	10	15	15	15	15	15	15	15	10
	95	85	90	95	90	90	95	90	90	75

Traffic	Cobb, Fendley & Freese & Nichols Half Associates				John R McAdams	Kimley-Horn and Lee Engineering, LLOlsson, Inc.			Pacheco Koch Consulting	Teague Nall and Perkins, Inc.	TRC Engineers Inc
	Frisco, TX	Fort Worth, TX	Richardson, TX	Roanoke, TX	Dallas, TX	Dallas, TX	Plano, TX	Dallas, TX	Fort Worth, TX	Arlington, TX	
	Qualifications (25%)	20	20	20	20	25	25	25	20	20	20
Experience (20%)	20	20	20	15	15	20	20	10	20	20	20
References (20%)	20	20	20	15	15	15	20	15	15	15	10
Resources (20%)	20	15	20	15	20	20	20	20	20	20	15
Approach (15%)	15	15	10	15	10	15	15	15	15	15	10
	95	90	85	80	90	100	85	90	90	90	75

Land Surveying	Bowman Consulting Group, Ltd	Cobb, Fendley & Associates, Inc.	CP&Y, Inc.	CRIADO & Associates, Inc.	Dunaway & Associates, L.P.	Half Associates	John R McAdams	Olsson, Inc.	Pacheco Koch Consulting	Peloton Land Solutions, Inc.	Raymond L. Goodson Jr., Inc.	Shield Engineering Group	Surveying And Mapping, LLC (SAM)	Teague Nall and Perkins, Inc.	TRC Engineers Inc
	Fort Worth, TX	Frisco, TX	Dallas, TX	Dallas, TX	Fort Worth, TX	Richardson, TX	Roanoke, TX	Plano, TX	Dallas, TX	Fort Worth, TX	Dallas, TX	Fort Worth, TX	Austin, TX	Fort Worth, TX	Arlington, TX
Qualifications (25%)	25	20	20	20	20	20	20	20	25	25	20	25	25	25	20
Experience (20%)	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
References (20%)	15	20	15	20	15	20	20	15	15	15	15	15	15	20	10
Resources (20%)	15	20	20	20	20	20	20	20	15	15	15	15	10	20	20
Approach (15%)	15	15	15	15	15	15	15	15	15	15	15	15	15	10	15
	90	95	90	95	90	95	90	90	90	90	85	90	85	90	80

**TOWN OF LITTLE ELM, TEXAS**  
**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Owner") and \_\_\_\_\_, (hereinafter referred to as the "Consultant") for On-Call Consulting Services to the Town of Little Elm for various projects located within Denton County, Texas in accordance with the provisions in this Master Agreement for Professional Services ("Agreement"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and in consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

**ARTICLE I: CONTRACT & CONTRACT DOCUMENTS**

**1.1 THE CONTRACT**

1.1.1 The Contract between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents.

**1.2. THE CONTRACT DOCUMENTS**

1.2.1 The Contract Documents consist of this Agreement, the Request for Qualifications, Requirements and Instructions to Respondents, Specifications, Terms and Conditions, and each Work Order issued under this Agreement, including all documents pertaining to each Work Order.

**ARTICLE 2: TERM / TERMINATION**

**2.1 TERM**

2.1 The term of this Agreement shall be for begin on or about October 1, 2023 and continue through September 30, 2028, a period of five years. This Agreement shall continue for the duration of the term, unless sooner terminated as provided herein.

**2.2 TERMINATION**

2.2.1 This Agreement may be suspended or terminated by either Party with or without cause at any time by giving a written 30 day notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Town to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Town.

2.2.2 In the event that the Town requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the Town in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

**ARTICLE 3. SCOPE OF SERVICES**

**3.1 WORK ORDERS**

3.1 At Owner's request and in Owner's sole discretion, Owner may engage from time to time the Consultant to perform professional services in connection with a Project (as defined in Section 7-2, below). Consultant agrees to perform such services in accordance with the terms and

conditions of this Agreement and with any individual Work Order. Owner reserves the right, in its sole discretion, to hire other consultants for any reason and for any purpose. In performing its professional services hereunder and in connection with each Project and Work Order, Consultant shall follow the degree of professional standard of care and skill set forth in Section 6.3 of this Agreement.

### **3.2 SERVICES PROVIDED**

3.2.1 The Services to be provided by Consultant to Owner shall be as mutually agreed to in a separate written Work Order executed by Owner and Consultant. [A sample Work Order is attached hereto as Exhibit B.](#) Accordingly, whenever used in this Agreement, the term Professional Services shall mean those services specified in this Agreement and in a Work Order issued pursuant to this Agreement and all related work. Each Work Order shall include, directly or by reference, appropriate cost and pricing data and such other documentation as required by the Owner. Each Work Order shall be subject to and integrated into this Agreement, and the terms of this Agreement are incorporated into and made a part of each Work Order by reference to this Agreement. All Professional Services shall be performed by the employees of Consultant or Consultant's officers, employees, agents, representatives, sub- contractors, or sub-consultants unless otherwise provided in a Work Order. Consultant shall be wholly and solely responsible for any Professional Services or subcontracted Professional Services provided by any officer, employee, agent, representative, sub-contractors or sub- consultants of Consultant (collectively, Consultant's Personnel').

## **ARTICLE 4. COMPENSATION**

### **4.1 CONSULTANT FEES**

4.1.1 Compensation by the Owner to Consultant for Professional Services shall be on a fixed fee or a time and materials basis as specified in the applicable Work Order. All time shall be billed at Consultant's labor billing rates agreed upon by Owner. Said rates shall only be adjusted in writing as may be agreed to between the Parties. [The billing and labor rates in effect on the effective date of this Agreement are attached hereto as Exhibit C.](#) Owner may also reimburse Consultant for any Direct Expenses (as defined in Article 7) reasonably and necessarily incurred by Consultant in performing Professional Services under this Agreement. This Agreement contemplates that alternate compensation may be proposed by either Party on a Work Order specific basis, including fixed price or time and materials tasks, or negotiated rates which, if applicable, shall be specified in the Work Order.

### **4.2 SUBCONTRACTED SERVICES**

4.2.1 When necessary, subcontracted services shall be procured by Consultant in connection with the Professional Services provided pursuant to this Agreement, subject to Owner's prior written consent. Consultant shall issue subcontracts for such subcontracted services in Consultant's own name. Consultant shall be compensated for subcontracted services for the actual amount invoiced by the subcontractor. Except as set forth in this Agreement, neither Consultant nor Owner may assign, sublet, transfer, or otherwise convey (together, an "Assignment"), and neither Consultant nor Owner has the power to enter into an Assignment of any or all of the rights, duties and obligations or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## **ARTICLE 5. TERMS OF PAYMENT**

### **5.1 PAYMENT**

5.1.1 Consultant shall submit to Owner monthly invoices for Professional Services and any compensation due under Section 2. Each invoice shall be accompanied by such documentation as Owner may reasonably require to verify the accuracy of the invoice, and



the sum of all prior payments made under this Agreement in connection with each Work Order. Payment to Consultant shall be made within thirty (30) days of receipt of such invoice and accompanying documentation, subject to Owner ' s right to withhold payment pursuant to Section 3-2 of this Agreement. Consultant shall not be entitled to any compensation for any services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any work by the Owner.

- 5.1.2 Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make payment to Consultant hereunder if:
  - 5.1.2.1 Consultant is in default of any of Consultant's obligations under this Agreement or any Work Order or any other documents in connection with a Project (and payment may be withheld to the extent of any such default);
  - 5.1.2.2 Any part of such payment is attributable to any services of Consultant which are not performed in accordance with this Agreement;
  - 5.1.2.3 Consultant has failed to make payment promptly to subcontractors or sub-consultants or other third parties used by Consultant in connection with Consultant's services hereunder for which the Owner has made payment to Consultant; or
  - 5.1.2.4 If Owner, in its good faith judgment and after consultation with Consultant, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Professional Services in connection with a Work Order, no additional payments will be due Consultant hereunder unless and until Consultant performs a sufficient portion of the Professional Services so that such portion of the compensation remaining unpaid is determined by Owner to be sufficient to complete the Professional Services.

## **5.2 DISPUTED BILLING**

- 5.2.1 In the event Owner disputes or contests any invoice submitted by Consultant under this Agreement, Owner shall nevertheless pay any undisputed amounts in accordance with Section 5.1. Any dispute shall be resolved by dispute resolution procedures set forth in Section 8-2.

## **5.3 BILLING ADDRESS**

- 5.3.1 Consultant shall submit monthly invoice and necessary and reasonable accompanying documentation to the following address.

**Physical Address:**

Town of Little Elm  
Accounts Payable  
100 West Eldorado Parkway  
Little Elm, Texas 75068

**Electronic Submittal:**

accounts.payable@littleelm.org

- 5.3.2 Invoices shall include the project name, purchase order number, work order number and be individually numbered.
- 5.3.3 Billing Period shall be for a calendar month and all work submitted shall be for the entire month ending on the 30<sup>th</sup> or 31<sup>st</sup> respectfully.

## **5.4 ACCOUNTING RECORDS**

- 5.4.1 Consultant shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; Consultant's accounting and control systems shall be reasonably satisfactory to Owner. Owner and Owner's accountants shall be afforded reasonable access to the Consultant's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, and other data relating to this Agreement and any Work Order issued pursuant to this Agreement, during normal business hours at the location where such documents are stored by Consultant, including the ability of Owner to audit or inspect the same. Consultant shall preserve all such documentation related to this Agreement and any Work

Order issued pursuant to this Agreement for a period of five (5) years after final payment is made under each Work Order.

## **5.5 UNSATISFACTORY WORK**

- 5.5.1 Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement.

## **ARTICLE 6 OBLIGATIONS OF CONSULTANT**

### **6.1 GENERAL**

- 6.1.1 Consultant shall serve as Owner's professional consultant for all Professional Services or subcontracted services in connection with any Work Order between the Parties and shall provide professional consultation and advice and furnish customary services incidental thereto. Consultant shall perform all work hereunder in a manner satisfactory and acceptable to Owner in accordance with the terms and conditions of this Agreement, and in accordance with the professional standards applicable to Consultant applicable in the North Texas area. Consultant shall perform all Professional Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Professional Services consistent with the standard of care defined in Section 4-3, below, and shall cause all subcontracted services to be similarly undertaken and performed. No less than monthly, Consultant shall keep Owner informed, in writing, as to the status and progress of all Professional Services and subcontracted services being provided under this Agreement and any Work Order issued pursuant to this Agreement. All oral information shall be subsequently confirmed in writing. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be deemed to be an agent of Owner for any purpose but shall in all events be an independent contractor exercising control over its work and the manner in which it is performed. Except as specifically set forth in this Agreement or in a Work Order issued pursuant to this Agreement, (a) this Agreement shall not make Consultant a partner or agent of Owner for any purpose, and Owner shall not be deemed an agent for Consultant, and (b) neither Consultant nor Owner shall have the right or authority to assume, create, or enlarge any obligations or commitment on behalf of the other party and shall not represent itself as having the authority to bind the other party in any manner. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture or joint enterprise relationship, or to allow Owner to exercise discretion or control over the means or methods in which Consultant performs the Professional Services which are the subject of this Agreement or any Work Order issued pursuant to this Agreement; provided, however, that the Professional Services provided by Consultant pursuant to this Agreement and any Work Order issued pursuant to this Agreement shall be provided in a manner consistent with all applicable standards and regulations governing such Professional Services. The means and methods in which Consultant's Professional Services provided hereunder and under any Work Order issued pursuant to this Agreement shall be performed, shall be determined by the Consultant in its sole discretion. The employees, agents, and representatives of, and the methods, equipment and facilities used by, Consultant shall at all times be under Consultant's exclusive direction and control.
- 6.1.2 Upon completion of any documents, drawings, specifications, and information, Consultant shall provide to Owner three (3) sets of such documents for review and approval. Notwithstanding Owner's approval of any of such documents, drawings, specifications or information, Consultant warrants that such documents, drawings, specifications, and information, as the same may be amended or supplemented by Consultant, shall be sufficient and adequate for the Project for which they are prepared. Notwithstanding Owner's approval

of any of the documents, drawings, specifications, and information, Consultant warrants and represents that the documents, drawings, specifications, and information, as the same may be amended or supplemented by Consultant, per the standard of care defined in Section 4-3, below, shall, to the best of Consultant's knowledge, information and belief as a professional performing in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to the Owner. In accordance with this standard of care, Consultant agrees that if it shall recommend unsuitable materials in connection with any Project and this Agreement or if the design of a Project should be defective in any way, Consultant will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Consultant's recommendation of unsuitable materials or defective design. Approval by the Owner of any of Consultant's documents, drawings, specifications, and information or work pursuant to this Agreement shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by the Owner for any defect, error or omission in such documents, drawings, specifications, and information or work, it being understood that the Owner at all times is relying on Consultant's skill and knowledge in preparing the documents, drawings, specifications, and information.

## **6.2 AUTHORIZATION TO PROCEED**

6.2.1 Consultant shall not begin work on any Professional Services until the Owner directs Consultant in writing to proceed. Unless otherwise specified in a Work Order, each Work Order shall constitute notice and authorization to proceed in connection with the applicable Professional Services specified in such Work Order.

## **6.3 STANDARD OF CARE-REPRESENTATIONS**

6.3.1 The standard of care applicable to Consultant, including Consultant's Personnel, in providing Professional Services or subcontracted services under this Agreement or any Work Order issued pursuant to this Agreement, shall be the standard of professional ethics and the degree of skill, care and diligence normally employed by Consultant's profession performing the same or similar Professional Services or subcontracted services in the North Texas area. Consultant shall re-perform and otherwise remedy any Professional Services, including subcontracted services, not meeting the standard of care set forth herein, without additional compensation. Further, Consultant and all subcontractors shall perform all Professional Services in accordance with any applicable law, rule, regulation or order of any federal, state or local agency having jurisdiction over any matter related to this Agreement that is in effect or effective at the time such Professional Services or subcontracted services are performed.

6.3.2 Consultant represents that it is authorized to practice its profession in the State of Texas and that any necessary licenses, permits or other authorization to practice its profession and to provide the Professional Services set forth herein have been heretofore acquired as required by law, rule or regulation. Consultant agrees and acknowledges that Owner is entering into this Agreement in reliance on Consultant's professional abilities with respect to performing the Professional Services set forth herein or in any Work Order issued pursuant to this Agreement.

## **6.4 INSURANCE**

6.4.1 Consultant shall, at its own expense, procure, pay for and maintain during the term of this Agreement the insurance listed in the insurance requirements document included as [Exhibit A](#).

## **6.5 FEDERAL, STATE, AND LOCAL REGULATIONS**

6.5.1 Consultant shall comply with all federal, state and local laws, standards, rules, and regulations applicable to this Agreement and to any Work Order issued pursuant to this Agreement.

## **6.6 CONFIDENTIALITY**

- 6.6.1 Consultant acknowledges that Owner is a municipality and must comply with all the rules and regulations of the Texas Public Information Act, as the same may be amended. Consultant is not an employee of, but a contractor for, the Owner, however, and as such Consultant hereby agrees that it shall not use the Owner's insignia, logo, service mark, or other intellectual property of Owner, but shall be allowed to use photographs of the Professional Services work, or any other publicity pertaining to the work, in any magazine, trade paper, newspaper, or other medium.

## **6.7 CONSULTANT'S PERSONNEL**

- 6.7.1 If at any time after entering into this Agreement, Owner has any objection to Consultant's representative or to any of Consultant's Personnel, or any objection to any personnel of sub-consultants retained by Consultant and assigned to the Project, Consultant shall promptly propose substitutes to whom Owner has no objection.

## **ARTICLE 7 OBLIGATIONS OF THE OWNER**

### **7.1 OWNER FURNISHED DATA AND ACCESS TO SITE**

- 7.1.1 The Owner shall provide to Consultant available (*i.e.*, in the Owner's custody and control) technical data that Owner determines to be needed to perform the Professional Services on the Project. Subject to the standard of care set forth in Section 4-3, above, Consultant may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Owner. Consultant may be entitled to additional compensation and time to complete the Professional Services to the extent the cost or time to complete the Professional Services are increased due to inaccurate technical data or inaccurate information provided by the Owner.

### **7.2 PROMPT NOTICE**

- 7.2.1 The Owner shall give prompt written notice to Consultant whenever Owner observes or becomes aware of any development that affects the scope or timing of Professional Services or any subcontracted services, or any defect in the Professional Services or subcontracted services of Consultant, including Consultant's Personnel; provided, however, that Owner's failure to comply with its obligations under this paragraph shall not be construed to adversely affect any liability, responsibility or obligation of Consultant to Owner under this Agreement. Consultant shall give prompt written notice to Owner whenever Consultant observes or becomes aware of any development or event that affects the scope or timing of Professional Services, or any defect in the Professional Services of Consultant, including Consultant's Personnel, provided under this Agreement or any Work Order issued pursuant to this Agreement.

### **7.3 CHANGES**

- 7.3.1 No changes in the general scope of Professional Services or subcontracted services under this Agreement, and no amendment may be made to any Work Order issued pursuant to this Agreement, unless such changes are first agreed to by Owner and Consultant in writing. Consultant's personnel shall not be permitted to be changed or substituted unless first authorized in writing by the Owner. If any approved changes affect Consultant's cost of or time required for performance of the Professional Services, an equitable adjustment may be made through a written amendment to this Agreement or Work Order issued pursuant to this Agreement.

## **ARTICLE 8 GENERAL LEGAL PROVISIONS**

### **8.1 FORCE MAJEURE**

- 8.1.1 Consultant is not responsible to Owner for any damages to Owner or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of

Consultant and not avoidable by the diligence of Consultant; in such event, Consultant shall give Owner prompt notice of such event and the cause of delay and the performance of this Agreement shall be excused for the period of such delay caused by a force majeure event. If such force majeure event necessitates a change in the time required for performance of the Professional Services or subcontracted services, the Parties may make an equitable adjustment to the schedule and contract amount; provided, however, that Consultant shall continue to promptly perform all of its obligations under this Agreement, while the Parties are determining the nature and extent of any such adjustments. This Section shall not excuse Owner's obligation to make payment for Professional Services or subcontracted services in accordance with this Agreement; provided, however, that Owner's obligations under this Agreement, including Owner's obligation to pay Consultant, may be excused for such period of time as Owner is not able to perform as a result of acts of God, strikes, lockouts, accidents, or other events beyond the control of Owner and not avoidable by the diligence of Owner.

## **8.2 TERMINATION**

- 8.2.1 This Agreement or any Work Order issued pursuant to this Agreement may be terminated by either Party for convenience through written notice to the other Party to be effective thirty (30) calendar days after the other Party's receipt of such notice; provided, however, that Owner shall be responsible to pay Consultant for all authorized Professional Services and subcontracted services properly performed up to the termination date. Upon receipt of notice of termination for any reason, Consultant shall cause to be promptly delivered to Owner a copy of all confidential information and Work Product. In the event of a termination for convenience by either Party, Consultant shall have no recourse against Owner except as stated in the preceding sentence; additionally, in the event of a termination for convenience by the City, Consultant may also be entitled to receive reimbursement from Owner of an amount equal to the sum of: (i) the reasonable out-of-pocket costs actually and necessarily incurred by Consultant in withdrawing its equipment and personnel from the Project and otherwise demobilizing; and (ii) the actual, reasonable and necessary costs incurred by Consultant in terminating those contracts, not assumed by Owner, for subcontractors services. Consultant shall document any cost claimed by it to Owner's reasonable satisfaction and shall supply Owner with copies of all invoices for subcontracted services covering the amounts claimed as costs for such purpose. Consultant shall submit an invoice to Owner for the amount of reimbursement claimed by Consultant with all supporting information and requisite documents. Payment by Owner of such invoice shall be based upon Owner's determination of the reasonableness of said costs.
- 8.2.2 Either Party may terminate this Agreement or any Work Order issued pursuant to this Agreement, because of default of the other Party, to be effective fifteen (15) days after receipt by the breaching Party of a written notice specifying such default, unless the breaching Party corrects such default or presents a mutually agreeable plan to cure such default within such time.
- 8.2.3 Notwithstanding any termination of this Agreement, unless otherwise agreed to by Owner, Consultant shall complete all Work Orders executed prior to the effective date of termination. Owner shall pay for such work in accordance with Article 3. Upon termination of this Agreement for any reason, if Owner has compensated Consultant for work not yet performed, Consultant shall promptly return such compensation to Owner.

### **8.3 SUSPENSION, DELAY, OR INTERRUPTION OF WORK**

- 8.3.1 Upon five (5) days prior written notice, the Owner may suspend, delay, or interrupt for up to six (6) months the services of Consultant for the convenience of the Owner. Nothing in this Section shall be construed to apply to any such suspension, delay or interruption caused by an event identified in Section 6-1. A suspension may be withdrawn by Owner upon five (5) days written notice to Consultant. Any suspension, delay or interruption that exceeds six (6) months shall be deemed to be a termination by Owner for convenience, and Consultant may be compensated by Owner as if this Agreement were a termination for convenience.

### **8.4 INDEMNIFICATION**

- 8.4.1 Notwithstanding any other provision in the Contract Documents to the contrary:

- 8.4.1.1 **CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF PROFESSIONAL SERVICES OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

- 8.4.1.2 **THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

- 8.4.1.3 **CONSULTANT SHALL CAUSE ALL CONTRACTS FOR SUBCONTRACTED SERVICES TO INCLUDE A LIKE INDEMNITY THAT SHALL COVER BOTH THE OWNER AND CONSULTANT. NOTHING HEREIN SHALL LIMIT THE INSURANCE REQUIREMENTS OR APPLICABILITY OF SAME SET FORTH IN THIS AGREEMENT AND THE CONTRACT DOCUMENTS.**

- 8.4.2 The above indemnity is a business understanding between the Parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

### **8.5 JURISDICTION**

- 8.5.1 The law of the State of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. In the event of any legal action under this Agreement, venue for all causes of action shall be instituted and maintained in courts of competent jurisdiction located in Denton County, Texas.

### **8.6 SEVERABILITY**

- 8.6.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provisions shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **8.7 ASSIGNMENT**

- 8.7.1 Neither Party may sell, transfer or assign any or all of its respective rights nor obligations under this Agreement to a third party without the prior written consent of the other Party.

### **8.8 SURVIVAL**

8.8.1 Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration. Without limiting the foregoing, Articles 6 and 8 shall survive termination of this Agreement.

#### **8.9 NO THIRD PARTY RIGHTS**

8.9.1 Except as provided in Sections 6-4 and 8-4, this Agreement shall not create any rights or benefits to parties other than Consultant, Owner, and any Owner-affiliated entity including, but not limited to, an entity formed for purposes of developing and/or owning the Project.

#### **8.10 USE OF WORK PRODUCT**

8.10.1 All materials, documents and Work Product prepared or assembled by Consultant under this Agreement shall become the sole property of the Owner and shall be delivered to the Owner without restriction on future use. Consultant may retain in its files copies of all drawings, specifications and other pertinent information for the work. Consultant shall have no liability for changes made to any materials or other documents by others subsequent to the completion of this Agreement.

#### **8.11 NOTICE**

8.11.1 Except as otherwise provided herein, all notices and other communications required or permitted to be given under this Agreement, including Exhibits and Work Orders, shall be in writing, addressed to the Parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The address of each Party is as follows:

IF TO OWNER: Town of Little Elm Town Manager  
100 West Eldorado Parkway, Little Elm, Texas 75068  
Contracts@littleelm.org

IF TO CONSULTANT:

8.11.2 Each Party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other Party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The Parties acknowledge and agree to provide to the other Party within seventy-two (72) hours of transmission such documents bearing the original signatures.

#### **8.12 RIGHT OF ENTRY**

8.12.1 Owner shall permit Consultant reasonable access to a Project as may be required to permit Consultant to perform the Professional Services under this Agreement; provided, however, Consultant shall coordinate all Professional Services so as not to interfere with any of Owner's operations at a Project site.

#### **8.13 INTERPRETATION AND FAIR CONSTRUCTION OF AGREEMENT**

8.13.1 This Agreement has been reviewed and approved by each of the Parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to the fair meaning of the provision.

#### **8.14 NON-WAIVER**

8.14.1 The failure of either Party to insist upon or enforce strict performance by the other Party of

any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same rights shall be and remain in full force and effect.

#### **8.15 OPINIONS OF PROBABLE COST (COST ESTIMATES)**

- 8.15.1 Any opinions provided by Consultant concerning probable project cost or probable construction cost are made on the basis of information available to Consultant and on the basis of Consultant's experience and qualifications, and represents Consultant's best judgment as an experienced and qualified professional. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, however, Consultant does not guarantee that proposals, bids or actual project or construction costs shall not vary from the opinions of probable cost that Consultant prepares. Consultant shall advise the Owner if it appears that construction costs may exceed the latest approved Project budget and make recommendations for corrective action.

#### **8.16 CONSTRUCTION PROCEDURES**

- 8.16.1 For construction work contracted directly to or with Owner, Consultant's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the construction work and shall not manage, supervise, control or have charge of construction. Further, Consultant shall not be responsible for the acts or omissions of the contractor or other parties on a Project.
- 8.16.2 Consultant's visits to a Project site during the construction phase of a Project are to allow Consultant to become generally familiar with and to observe the progress and quality of the construction work, and to determine in general if the work is being performed and is proceeding in a manner indicating that the work, when completed, will be in accordance with the Work Product prepared by or for Consultant hereunder. Consultant shall attend all pre-construction and construction meetings, and such other meetings as set forth in this Agreement or requested by Owner. It is understood, however, that the contractor, not Consultant, is solely responsible for the construction of the Project, for safety programs and procedures at the site, and for its own acts or omissions and those of any subcontractor with whom contractor has a contract. Consultant shall recommend to Owner that contractor's work be disapproved and rejected while it is in progress if, on the basis of such on-site visits and observations, Consultant believes that such work will not produce a completed Project that conforms generally to the contract documents and Work Product or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents and Work Product.
- 8.16.3 On the basis of on-site visits and observations, Consultant shall keep the Owner informed of the progress and quality of the construction work, and shall endeavor to guard the Owner against defects and deficiencies in the work. To the extent Consultant observes or is made aware of such defects and deficiencies, Consultant will report any such defects and deficiencies to the Owner. Consultant shall require such special inspections or tests of contractor's work as Consultant deems appropriate, and shall receive and review certificates of or other documents regarding inspections, tests and approvals as requested by the Owner and as required by laws, rules, regulations, ordinances, codes, orders or the contract documents and Work Product; Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with applicable laws, rules, regulations, ordinances, codes, orders or the contract documents and Work Product.
- 8.16.4 Consultant shall promptly correct any defective Work Product or other information furnished



by Consultant at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of Consultant services hereunder, including, without limitation, the Work Product or any portion thereof, or of the Project itself, shall in no way alter Consultant's obligations or the Owner's rights hereunder. If requested by Owner, Consultant shall review and take appropriate action on the contractor's submittals and application for payment (including, without limitation, certifying any amounts due the contractor based upon Consultant's visits to and observations at the site, and such certification shall constitute a representation to the Owner, based on Consultant's visits and observations at the site and on the data comprising the contractor's applications for payment, that, to the best of Consultant's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Work Product. Consultant shall furnish to the contractor such additional details, interpretations, and clarifications as are customary during the Construction Phase of the Project. All changes, substitutions, and deviations from the Work Product shall be subject to Owner's approval.

- 8.16.5 Consultant shall review and approve or take other appropriate action upon contractor's submittals such as shop drawings, product data and samples for the purpose of checking such submittals for conformance with the design concept expressed in the requirements of the contract documents and Work Product. Consultant's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work on in construction by the Owner's own forces (if any), while allowing sufficient time in Consultant's professional judgment to permit adequate review. Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents and Work Product, Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract documents and Work Product.
- 8.16.6 At Owner's request, Consultant shall review or take other appropriate action on construction change orders and construction change directives. Consultant shall also issue necessary clarifications and interpretations (and report the same to Owner) of the contract documents and Work Product as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents and Work Product.
- 8.16.7 Based on Consultant's observations and on its review of applications for payment and accompanying supporting documentation from the contractor (if Owner has requested such review), Consultant shall, at Owner's request, determine the amounts that Consultant recommends the contractor be paid. Such recommendations of payment (if requested by Owner) will be in writing and will constitute Consultant's representation to Owner, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, (i) the contractor's work has progressed to the point indicated, (ii) such work is generally in accordance with the contract documents and Work Product (subject to an evaluation of the work as a functioning whole upon substantial completion, to the results of any subsequent tests called for in the contract documents and Work Product and to any other qualifications stated in the recommendation) , and (iii) the conditions precedent to contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe contractor's work . In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of contractor's work , based on observations and measurements of quantities provided by the contractor with contractor's pay requests.
- 8.16.8 Consultant shall secure, review, and transmit to Owner all original documents Consultant receives from the contractor, including without limitation any required lien waivers, releases,

bonds, affidavits, certificates of inspection, tests and approvals, warranties and similar submittals, and deliver all keys, manuals, record drawings and maintenance books to Owner, as required by the contract documents which are to be assembled by contractor in order to obtain final payment.

- 8.16.9 Promptly after notice from the contractor that the contractor considers the work ready for its intended use, Consultant, accompanied by Owner and the contractor, shall conduct a visit and observation to determine if the work is substantially complete. If after considering any objections of Owner, Consultant considers the work on the Project substantially complete, Consultant shall notify the Owner and contractor and shall issue a certificate of substantial completion to Owner and the contractor. Simultaneous with Consultant's determination that the Project is substantially complete and the issuance of a certificate of substantial completion, Consultant shall, jointly with the contractor, prepare for Owner a list of incomplete or unsatisfactory items and a schedule for their completion (the "punch list"). If requested by Owner, Consultant shall observe and monitor the correction and final completion of the work. Following issuance of a certificate of substantial completion of the work, if requested by Owner, Consultant shall evaluate the completion of the work of the contractor and make recommendations to Owner when the work is ready for final inspection. Promptly after notice from the contractor that the contractor considers the entire work finally complete and all items on the punch list completed, Consultant, accompanied by Owner and the contractor, shall conduct an inspection of the Project to determine if the work is finally complete.
- 8.16.10 When Consultant determines that work of the contractor has been finally completed, is acceptable, and is generally in accordance with the contract documents and Work Product, Consultant will recommend, in writing, final payment to the contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the work meets the intent of Consultant's design, is acceptable, and is generally in accordance with the contract documents and Work Product to the best of Consultant's knowledge, information, and belief and based on the extent of the Services provided by Consultant under this Agreement.
- 8.16.11 Consultant shall assemble and deliver to the Owner (i) one full size Mylar set and one full size black line set, (ii) one half size bond set, and (iii) a CD in AutoCAD format and PDF format, of reproducible Record Construction Drawings as prepared by Consultant showing changes in the construction work during the construction process, including the final location of all buried utilities, based on marked up prints and drawings and other data furnished by the contractor.
- 8.16.12 Consultant shall advise and consult with the Owner during construction until final payment to the contractor is made and during any maintenance bond period and warranty by the contractor for a Project.

## **8.17 HAZARDOUS WASTES**

- 8.17.1 Owner represents to Consultant that, to its actual knowledge, no hazardous wastes (as hereinafter defined) are present at a Project site, except as may be specifically disclosed to Consultant or set forth in a Work Order. In the event hazardous wastes are known to Owner to be present, however, Owner represents that it shall disclose to Consultant the existence, including type, quantity and location, of such hazardous wastes. In the event Consultant or any other party encounters undisclosed hazardous wastes, Consultant shall have the obligation to notify Owner and, to the extent required by law or regulation, the appropriate governmental officials, and Consultant may, at its option and without liability for consequential or any other damages to Owner, suspend performance of professional services on that portion of a Project affected by such hazardous wastes. For purposes of this section, "hazardous wastes" has the same meaning as such term is defined in the Resource Conservation and Recovery Act or any applicable state law, rule or regulation then in effect.

## **8.18 CONSULTANT'S LIABILITY**

- 8.18.1 Acceptance of the final plans, instruments of service, or other deliverable documents and products by Owner shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or sub-consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work ; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the designs, working drawings , specifications or other documents and work prepared by Consultant, its employees, associates, agents or sub-consultants.
- 8.18.2 If at any time during the term of this Agreement, Consultant shall fail to commence the Work in accordance with the provisions of this Agreement or any Work Order issued pursuant to this Agreement, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or any Work Order issued pursuant to this Agreement, or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Consultant shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Consultant's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse Owner for such excess.
- 8.18.3 Owner may deduct from any amounts due or to become due to Consultant any sum or sums owing by Consultant to Owner. In the event of any breach by Consultant of any provision of this Agreement or in the event of any claim against Owner arising out of Consultant's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Consultant an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Consultant.

## **8.19 DISPUTE RESOLUTION**

- 8.19.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to any legal action. The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing and delivered to the other Party to this Agreement. The Parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the Parties are unable to agree on a mediator within fifteen (15) days, each Party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be non-binding. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the Parties do not resolve a dispute through mediation pursuant to this section, then the Parties may pursue litigation in a court of competent jurisdiction as the agreed upon method of binding dispute resolution.

## **ARTICLE 9. DEFINITIONS; MISCELLANEOUS**

### **9.1 DIRECT EXPENSES**

- 9.1.1 Direct Expenses shall mean those out-of-pocket reasonable costs or expenses directly and necessarily incurred by Consultant, including its employees, for Professional Services including, but not limited to, transportation costs, including current rates for Consultant's vehicles; meals and lodging (however, in order to be reimbursed, any costs associated with

out-of-town travel shall receive the prior approval of Owner), laboratory tests and analysis; and special Owner-requested and Project-related insurance, not including the insurance described in Section 4-4 . Direct Expenses shall not include payroll costs and compensation , capital expenses, overhead , or costs incurred as a result of the application of Section 4-3 or Section 6 of this Agreement or otherwise as a result of the negligent act, error or omission or willful misconduct of Consultant or Consultant's Personnel. Reimbursement for Direct Expenses shall be on the basis of actual charges when furnished by commercial sources and, when furnished by Consultant, on the basis of current rates specified in the applicable Work Order, and all reimbursement for Direct Expenses shall be subject to Owner's approval and determination of reasonableness.

## **9.2 OTHER DEFINITIONS**

9.2.1 Whenever used in this Agreement, the terms: (a) "including" shall mean "including without limitation," (b) "Party" shall mean Owner or Consultant, (c) "Parties" shall mean Owner and Consultant, collectively, (d) "Project" shall mean the project for which a Work Order has been issued in accordance with Article 1, and (e) "Work Product" shall mean the Consultant's instruments of professional services.

## **9.3 MISCELLANEOUS**

9.3.1 All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration. This Agreement and the Work Orders issued pursuant to this Agreement, and any Exhibits attached to this Agreement , constitute the entire Agreement, supersede all prior written or oral understandings, and may only be changed, amended or altered by a written amendment to this Agreement executed by both Parties.

## **ARTICLE 10 SIGNATURES**

10.1 The undersigned officers and/or agents of the Parties hereto are the properly authorized persons, and have the necessary authority, to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

INWITNESS HEREOF, the Parties execute below:

**TOWN OF LITTLE ELM**

**CONSULTANT**

---

Matt Mueller, Town Manager

---

Date

---

Date

**Town Contact**

**Consultant Contact**

**Exhibit A: Insurance Requirements**

## EXHIBIT B - WORK ORDER

MAPS # \_\_\_\_\_

MAPS DATE: \_\_\_\_\_

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the Town of Little Elm, Texas ("Owner"), and **XXX** ("Consultant"), Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

Work  
Order # \_\_\_\_\_

Project  
Name: \_\_\_\_\_

### OWNER PROVIDED INFORMATION:

Work Site:	
Work to be Performed:	
Drawings/Plans are/are not attached:	
Specifications are/are not attached:	
Date and Time to Commence:	
Date and Time to Complete:	
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by Owner:	
Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
	Mail to: Town of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068 Email to: <a href="mailto:accounts.payable@littleelm.org">accounts.payable@littleelm.org</a>
Invoice Mailing Instructions:	Include work order number, PO number, billing period, and project name,
Other Requirements or Variance from MSA (if any):	

### CONSULTANT PROVIDED INFORMATION:

Compensation:

Scope of Work:

**ACCEPTANCE:**

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

TOWN OF LITTLE ELM

xx

\_\_\_\_\_  
Matthew Mueller, Town Manager

\_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



**Date:** 09/05/2023  
**Agenda Item #:** 6. A.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Hold a Public Hearing, Present, and Discuss the **Town's Proposed 2023 Property Tax Rate for the Town of Little Elm for Fiscal Year 2023-2024.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**REQUIRED LANGUAGE MUST BE READ AT THE CLOSE OF THE PUBLIC HEARING**

*"The Town of Little Elm Council will consider the ordinance to adopt the 2023 Tax Rate for the Town of Little Elm Fiscal Year 2023-2024 at the September 5, 2023, Council Meeting at 6:00pm at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068."*

**DESCRIPTION:**

The purpose of this public hearing is to provide the public an opportunity to address Town Council regarding the proposed tax rate.

In accordance with the "Truth in Taxation" laws of the State of Texas, if an entity's proposed tax rate exceeds the no-new-revenue rate, the entity is required to vote to place a proposal for the adoption of the tax rate, publish notices and conduct a public hearing. The Town is holding a public hearing on the proposed 2023 tax rate which is required by law. The proposed budget was distributed to Council on August 1, 2023, and posted on the Town's website. On August 1, 2023, Council took action to establish the public hearings dates for the proposed budget and tax rate. On August 2, 2023, Council held a budget work session to provide Council a briefing on the Proposed Budget and tax rate used to develop the budget. At the August 15, 2023, Council meeting, a public hearing was held on the FY 2023-2024 proposed budget to provide resident comments and direct staff on any desired changes.

Tax Code, 26.065 requires the Town to provide notice. The Town posted in the Denton Chronicle on August 27, 2023, for public notice of a meeting to vote on the tax rate and on the required tax transparency websites. In compliance with Tax Code 26.06, the governing body of a taxing unit may not hold a public hearing on a proposed tax rate or a public meeting to adopt a tax rate until the

fifth day after the date the chief appraiser of the appraisal district has delivered the notice required. This notice is the postcard the appraisal district mailed to all property owners in the county notifying them that they can view information on the taxing unit's website as well as the county's website (denton.truthintaxation.com). According to Texas Tax Code, 26.06, Town Council may vote on the proposed tax rate after the public hearing is held.

**BUDGET IMPACT:**

As required by law, this allows the Town to establish the 2023 tax rate that is outlined in the FY 2023-2024 Proposed Budget.

**RECOMMENDED ACTION:**

Please note the following wording must be read at the close of the public hearing.

"The Town of Little Elm Council will consider the ordinance to adopt the 2023 Tax Rate for the Town of Little Elm Fiscal Year 2023-2024 at the September 5, 2023, Council Meeting at 6:00pm at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068."

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**Attachments**

2023 Tax Rate Public Hearing Notice



# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.589900 per \$100 valuation has been proposed by the governing body of TOWN OF LITTLE ELM.

PROPOSED TAX RATE	\$0.589900 per \$100
NO-NEW-REVENUE TAX RATE	\$0.547417 per \$100
VOTER-APPROVAL TAX RATE	\$0.590494 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for TOWN OF LITTLE ELM from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that TOWN OF LITTLE ELM may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF LITTLE ELM is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 5, 2023 AT 6:00PM AT Little Elm Town Hall 100 West Eldorado Parkway, Little Elm, TX 75068.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, TOWN OF LITTLE ELM is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Town Council of TOWN OF LITTLE ELM at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED  
AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

<b>FOR the proposal:</b>	Mayor Curtis Cornelious	Mayor Pro Tem Jamell T Johnson
	Council Member Tony Singh	Council Member Andrew Evans
	Council Member Lisa G Norman	Council Member Michel Hambrick

**AGAINST the proposal:**

**PRESENT** and not voting:

**ABSENT:** Council Member Neil Blais

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by TOWN OF LITTLE ELM last year to the taxes proposed to be imposed on the average residence homestead by TOWN OF LITTLE ELM this year.

	2022	2023	Change
<b>Total tax rate (per \$100 of value)</b>	\$0.629900	\$0.589900	decrease of -0.040000, or -6.35%
<b>Average homestead taxable value</b>	\$348,282	\$394,360	increase of 46,078, or 13.23%
<b>Tax on average homestead</b>	\$2,193.83	\$2,326.33	increase of 132.50, or 6.04%
<b>Total tax levy on all properties</b>	\$34,822,819	\$40,810,995	increase of 5,988,176, or 17.20%

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For assistance with tax calculations, please contact the tax assessor for TOWN OF LITTLE ELM at 214-975-0471 or [financetax@littleelm.org](mailto:financetax@littleelm.org), or visit [littleelm.org](http://littleelm.org) for more information.



**Date:** 09/05/2023  
**Agenda Item #:** 6. B.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Present, Discuss, and Consider Action on **Ratifying the Property Tax Revenue Increase Reflected in the Annual Budget for the Fiscal Year (FY) 2023-2024; Beginning October 1, 2023, and Ending September 30, 2024.**

**DESCRIPTION:**

Local Government Code Section 102.007, subsection (C) states that "Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget.

**"A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code or other law."**

The proposed FY 2023-2024 budget will require raising more revenue from property taxes than in the previous year, and therefore requires a separate vote of the Town Council to ratify the property tax increase reflected in the budget. This budget will raise more revenue from property taxes than last year's budget by an amount of \$5,988,176, which is an 17.20 percent increase from last year's budget, and of that amount, \$3,400,786 is tax revenue to be raised from new property added to the tax roll this year.

**TOWN OF LITTLE ELM PROPOSED TAX RATE**

<b>Tax Rate</b>	<b>Adopted FY 2022-2023</b>	<b>Proposed FY 2023-2024</b>
Property Tax Rate	\$0.629900	\$0.589900
No-New-Revenue Rate	\$0.568265	\$0.547417
No-New-Revenue M&O Rate	\$0.469968	\$0.425213
Voter Approval Tax Rate	\$0.629900	\$0.590494
Debt Rate (I&S Rate)	\$0.143484	\$0.149805

**BUDGET IMPACT:**

Reflected in the Town of Little Elm FY 2023-2024 Budget.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

2023 Tax Rate Public Hearing Notice

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.589900 per \$100 valuation has been proposed by the governing body of TOWN OF LITTLE ELM.

PROPOSED TAX RATE	\$0.589900 per \$100
NO-NEW-REVENUE TAX RATE	\$0.547417 per \$100
VOTER-APPROVAL TAX RATE	\$0.590494 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for TOWN OF LITTLE ELM from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that TOWN OF LITTLE ELM may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF LITTLE ELM is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 5, 2023 AT 6:00PM AT Little Elm Town Hall 100 West Eldorado Parkway, Little Elm, TX 75068.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, TOWN OF LITTLE ELM is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Town Council of TOWN OF LITTLE ELM at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED  
AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

<b>FOR the proposal:</b>	Mayor Curtis Cornelious	Mayor Pro Tem Jamell T Johnson
	Council Member Tony Singh	Council Member Andrew Evans
	Council Member Lisa G Norman	Council Member Michel Hambrick

**AGAINST the proposal:**

**PRESENT** and not voting:

**ABSENT:** Council Member Neil Blais

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by TOWN OF LITTLE ELM last year to the taxes proposed to be imposed on the average residence homestead by TOWN OF LITTLE ELM this year.

	2022	2023	Change
<b>Total tax rate (per \$100 of value)</b>	\$0.629900	\$0.589900	decrease of -0.040000, or -6.35%
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<b>Tax on average homestead</b>	\$2,193.83	\$2,326.33	increase of 132.50, or 6.04%
<b>Total tax levy on all properties</b>	\$34,822,819	\$40,810,995	increase of 5,988,176, or 17.20%

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For assistance with tax calculations, please contact the tax assessor for TOWN OF LITTLE ELM at 214-975-0471 or [financetax@littleelm.org](mailto:financetax@littleelm.org), or visit [littleelm.org](http://littleelm.org) for more information.



**Date:** 09/05/2023  
**Agenda Item #:** 6. C.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Present, Discuss, and Consider Action on **Ordinance No. 1724 Fixing the Tax Rate and Levy for the Town of Little Elm, Texas, for the Purpose of Paying the Current Expenses of the Town for the Fiscal Year (FY) ending September 30, 2024, and for the Further Purpose of Creating a Sinking Fund to Retire the Principle and Interest of the Bond Indebtedness of the City; Providing for a Lien on All Real and Personal Property to Secure Payment of Taxes Due Thereon; Containing a Severability Clause; Repealing All Ordinances and Parts Thereof in Conflict Herewith; and Providing for an Effective Date.**

**REQUIRED MOTION LANGUAGE (TWO SEPARATE MOTIONS)**

Tax Code 26.05 the motions to adopt an ordinance setting a tax rate must separately approve the maintenance and operations component and the debt service component tax rate.

*"I move that the ad valorem tax rate be increased by the adoption of a tax rate of \$0.440095 on each \$100 of assessed valuation of taxable property for general Town purposes and to pay the current maintenance and operations expenses of the Town of Little Elm, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and to adopt this Ordinance, fixing and levying the same for a total tax of \$0.589900 on each \$100 of assessed valuation. This increase is effectively a 3.50 percent increase in the tax rate."*

*"I move that the ad valorem tax rate of \$0.149805 on each \$100 of assessed valuation of taxable property for the purpose of creating an interest and sinking fund to pay the interest and principal of the valid and outstanding indebtedness, and related fees of the Town of Little Elm, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and to adopt this Ordinance, fixing and levying the same for a total tax of \$0.589900 on each \$100 of assessed valuation."*

**DESCRIPTION:**

In accordance with the Texas Property Tax Code, "Truth in Taxation" laws of the State of Texas, require the Town to annually adopt an ordinance levying the tax rate for the ensuing fiscal year. The No-New-Revenue Tax Rate and Voter-Approval Tax Rate were calculated and published as required and updated on the Town's website. Since the Town is not proposing to exceed the voter-approval rate, the entity is required to vote to place a proposal for the adoption of the tax rate, publish notices and conduct a public hearing. Council formally adopted the budget for FY 2023-2024 on September 5, 2023, in accordance with the Town's Charter.

The Town Council conducted the required tax rate public hearing on September 5, 2023. The Ad Valorem Tax Rate will generate revenues sufficient to meet the projected expenses and operations of the Town for FY 2023-2024. S.B 1760, provides that IF the tax rate will exceed the no-new-revenue rate, the vote on the ordinance setting the tax rate must be a record vote and must be approved by at least 60 percent of the Town Council. The attached ordinance sets the 2023 ad valorem tax rate at \$0.589900 cents per \$100 assess valuation, to be distributed as follows:

\$0.440095 for Maintenance and Operations  
\$0.149805 for Debt Service  
**\$0.589900 Total Tax Rate**

No-New-Revenue Tax Rate \$0.547417 per \$100  
Voter Approval Tax Rate \$0.590494 per \$100

**BUDGET IMPACT:**

The 2023 tax rate provides the resources outlined in the FY 2023-2024 Town of Little Elm budget.

**RECOMMENDED ACTION:**

Tax Code 26.05 the motions to adopt an ordinance setting a tax rate must **separately approve** the maintenance and operations component and the debt service component tax rate.

**"I move that the ad valorem tax rate be increased by the adoption of a tax rate of \$0.440095 on each \$100 of assessed valuation of taxable property for general Town purposes and to pay the current maintenance and operations expenses of the Town of Little Elm, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and to adopt this Ordinance, fixing and levying the same for a total tax of \$0.589900 on each \$100 of assessed valuation. This increase is effectively a 3.50 percent increase in the tax rate."**

**"I move that the ad valorem tax rate of \$0.149805 on each \$100 of assessed valuation of taxable property for the purpose of creating an interest and sinking fund to pay the interest and principal of the valid and outstanding indebtedness, and related fees of the Town of Little Elm, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and to adopt this Ordinance, fixing and levying the same for a total tax of \$0.589900 on each \$100 of assessed valuation."**

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**Attachments**

Ordinance No. 1724 2023 Tax Rate Adoption



## ORDINANCE NO. 1724

AN ORDINANCE FIXING THE TAX RATE AND LEVY FOR THE TOWN OF LITTLE ELM, TEXAS, FOR THE PURPOSE OF PAYING THE CURRENT EXPENSES OF THE TOWN FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024, AND FOR THE FURTHER PURPOSE OF CREATING A SINKING FUND TO RETIRE THE PRINCIPAL AND INTEREST OF THE BOND INDEBTEDNESS OF THE TOWN; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; CONTAINING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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**WHEREAS**, the Town Council of Little Elm, Texas has on this date, by way of separate Ordinance, duly approved and adopted a Budget for the operation for the Town for fiscal year 2023-2024 (FY 2023-2024); and

**WHEREAS**, the aforesaid Ordinance anticipates and requires the levy of an *ad valorem* tax on all taxable property in the Town of Little Elm; and

**WHEREAS**, the Chief Appraiser of Denton County Tax Appraisal District has prepared and certified estimate appraisal roll for the Town of Little Elm, Texas, that roll being that portion of the approved appraisal roll of the Denton County Tax Appraisal District which lists property taxable by the Town of Little Elm, Texas; and

**WHEREAS**, it is necessary to levy such an *ad valorem* tax at a given rate to generate revenues sufficient to meet the projected expenses of the Town for FY 2023-2024; and

**WHEREAS**, the Town has fully and timely complied with all notice and other requirements relative to the adoption of a tax rate for FY 2023-2024.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THAT:**

**Section 1.** There is hereby levied for the FY 2023-2024 upon all real property situated within the corporate limits of the Town of Little Elm, Texas, and upon all personal property which was owned within the corporate limits of the Town of Little Elm, Texas, on January 1, 2023, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of \$0.589900 on each \$100 of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

a) An *ad valorem* tax rate of \$0.440095 on each \$100 of assessed valuation of all taxable property is hereby levied for general Town purposes and to pay the current operating expenses of the Town of Little Elm, Texas, for the fiscal year

ending September 30, 2024, which tax, when collected shall be appropriated to and for the credit of the General Fund of the Town of Little Elm, Texas.

b) An *ad valorem* tax rate of \$0.149805 on each \$100 of assessed valuation of taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the Town of Little Elm, now outstanding and such tax, when collected, shall be appropriated and deposited in and to the credit of the General Debt Service Fund of the Town of Little Elm, Texas, for the fiscal year ending September 30, 2024.

**Section 2.** The Town of Little Elm shall have lien on all taxable property located in the Town of Little Elm to secure the payment of taxes, penalty, and interest, and all costs of collection, assessed and levied hereby.

**Section 3.** Taxes are payable in Little Elm, Texas at the Office of the Tax Assessor Collector of Denton County. The Town shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

**Section 4.** The tax roll presented to the Town Council, together with any supplements thereto, are hereby accepted and approved.

**Section 5.** Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

**Section 6.** This ordinance shall be in full force and effect from and after its adoption by the Town Council and publication of its caption as the law and the Town Charter provide in such cases.

**Section 7.** All other ordinances and Code provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Little Elm Town Code not in conflict herewith shall remain in full force and effect.

**Section 8.** The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the Town under any section or provision of any ordinances at the time of passage of this Ordinance.

**Section 6.** The Town Council of the Town of Little Elm, Texas met in a public meeting on September 5, 2023, and adopted this ordinance with a majority vote as follows:

Mayor Curtis J. Cornelious	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Mayor Pro Tem Jamell T. Johnson	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Tony Singh	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Neil Blais	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Andrew Evans	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Lisa G. Norman	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Michel Hambrick	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____

**THE TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$14.88.**

The Town's website shall reflect the foregoing statements, pursuant to applicable provisions of the Texas Tax Code, as amended.

READ and ADOPTED on the 5th day of September 2023.

APPROVED:

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Curtis J Cornelious, Mayor

ATTEST:

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Caitlan Biggs, Town Secretary



**Date:** 09/05/2023  
**Agenda Item #:** 6. D.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Present, Discuss, and Consider Action on **Ordinance No. 1723 Adopting a Budget and Appropriating Resources for Fiscal Year (FY) 2023-2024; Beginning October 1, 2023, and Ending September 30, 2024; In Accordance with Existing Statutory Requirements; Repealing All Conflicting Ordinances; Containing a Severability Clause; and Providing for an Effective Date.**

**DESCRIPTION:**

The purpose of this item is to comply with the Local Government Code and the Town Charter requirements for budget adoption. The Proposed Budget has been placed on file with the Town Secretary in addition to being placed on the Town's website for public inspection on August 1, 2023. The Notice of Budget Hearing was placed in the August 5th Denton Record-Chronicle and Council held the first public hearing on the proposed budget on August 15, 2023. A public hearing was provided for residents to address Town Council regarding the proposed budget.

**BUDGET IMPACT:**

Provides Budget Authority for Revenues and Expenditures as outlined in the FY 2023-2024 Budget.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Ordinance No. 1723 FY2023-2024 Budget Adoption  
Exhibit A FY2023-2024 Budget Fund Summary

## ORDINANCE NO. 1723

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, ADOPTING A BUDGET AND APPROPRIATING RESOURCES FOR FISCAL YEAR 2023-2024, BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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**WHEREAS**, the Town Manager and staff have prepared and filed with the Town Secretary a proposed budget for the operation of the Town during Fiscal Year 2023-2024; and

**WHEREAS**, the Town Manager of the Town of Little Elm has submitted to the Mayor and Council a proposed budget of the revenues and expenditures/expenses of conducting the affairs of said town and providing a complete financial plan for Fiscal Year beginning October 1, 2023 and ending September 30, 2024; and,

**WHEREAS**, the Town Council on August 15, 2023 conducted a public hearing to receive input from citizens of the Town concerning the content of the budget, and for which notices were duly posted in the *Denton Chronicle*; and

**WHEREAS**, the Town has acknowledged that this budget will raise more total property taxes than last year's budget by \$5,988,176 or 17.20%, and of that amount \$3,400,786 is tax revenue to be raised from new property added to the tax roll this year; and

**WHEREAS**, the Town Council having considered the proposed budget at length, and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the Town and, therefore, the Council desires to approve and adopt the budget by formal action.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, THAT:**

**Section 1.** The proposed budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024, as submitted to the Town Council by the Town Manager, which budget is attached hereto as Exhibit "A," for all purposes is hereby approved and adopted as the Town's budget of all revenue and expenditures/expenses of the Town of Little Elm, Texas for Fiscal Year 2023-2024; and

**Section 2.** The sum of one hundred forty-five million, and eighty-four thousand, three hundred and fifty-eight U.S. Dollars (\$145,084,358) is hereby appropriated for the Town's FY 2023-2024 Budget. Further, these funds are for payment of operating, capital, and debt service

expenses associated with the operation and administration of the Town, according to the various purposes and intents described in the FY 2023-2024 budget document.

**Section 3.** Should any paragraph, sentence, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

**Section 4.** This Ordinance shall be in full force and effect from and after its adoption by the Town Council, pursuant to applicable State and local laws and the Town Charter.

**Section 5.** All other ordinances and Code provisions that are in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency.

**Section 6.** The Town Council of the Town of Little Elm, Texas met in a public meeting on August 15, 2023 and September 5, 2023, and adopted this ordinance with a majority vote as follows:

Mayor Curtis J. Cornelious	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Mayor Pro Tem Jamell T. Johnson	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Tony Singh	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Neil Blais	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Andrew Evans	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Lisa G. Norman	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Michel Hambrick	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____

READ and ADOPTED on the 5th day of September 2023.

APPROVED:

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Curtis J. Cornelious, Mayor

ATTEST:

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Caitlan Biggs, Town Secretary



## CONSOLIDATED BUDGET FUNDS SUMMARY

Revenues, Expenditures and Change in Fund Balance

FISCAL YEAR 2023 - 2024

	GOVERNMENTAL FUNDS						ENTERPRISE FUNDS			INTERNAL SERVICE FUND	COMPONENT UNIT	CONSOLIDATED FUNDS
	GENERAL FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	IMPACT FEE FUNDS	CIP	SUBTOTAL	UTILITY FUNDS	IMPACT FEE FUNDS	CIP	REPLACEMENT FUNDS	CDC	TOTAL TOWN WIDE BUDGET
BEGINNING FUND BALANCE	\$ 39,625,303	\$ 1,778,852	\$ 2,631,084	\$ 3,364,598	\$ 31,926,972	\$ 79,326,810	\$ 23,980,467	\$ 5,903,529	\$ 9,094,060	\$ 5,336,433	\$ 1,332,137	\$ 124,973,437
REVENUES												
Ad Valorem Taxes	\$ 25,582,466	\$ 9,872,576	\$ 906,252	\$ -	\$ -	\$ 36,361,294	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,361,294
Sales and Use Taxes	6,934,860	-	1,958,793	-	-	8,893,653	-	-	-	-	1,749,465	10,643,118
Franchise and Other Taxes	2,370,000	-	243,219	-	-	2,613,219	246,425	-	-	-	-	2,859,643
Fines and Forfeitures	835,000	-	-	-	-	835,000	-	-	-	-	-	835,000
Impact Fees	-	-	-	130,000	-	130,000	-	250,000	-	-	-	380,000
Licenses, Permits & Fees	3,384,076	-	-	-	200,000	3,584,076	4,318,662	-	-	-	-	7,902,738
Charges for Services	7,026,000	-	1,022,750	-	-	8,048,750	22,409,160	-	-	-	-	30,457,910
Intergovernmental	7,074,110	111,073	1,046,974	-	12,966,024	21,198,181	-	-	333,696	-	-	21,531,877
Interest Earnings	1,090,000	100,000	176,000	55,000	250,000	1,671,000	960,000	30,000	100,000	62,000	60,000	2,883,000
Debt Proceeds	-	-	-	-	-	-	-	-	15,500,000	-	-	15,500,000
Miscellaneous	175,000	-	54,013	-	500,000	729,013	15,000	-	-	-	-	744,013
Transfers In	2,362,528	-	250,000	-	1,050,000	3,662,528	-	-	7,481,016	3,544,759	-	14,688,303
TOTAL REVENUES	\$ 56,834,040	\$ 10,083,649	\$ 5,658,001	\$ 185,000	\$ 14,966,024	\$ 87,726,714	\$ 27,949,248	\$ 280,000	\$ 23,414,712	\$ 3,606,759	\$ 1,809,465	\$ 144,786,897
TOTAL FUNDS AVAILABLE	\$ 96,459,343	\$ 11,862,501	\$ 8,289,085	\$ 3,549,598	\$ 46,892,996	\$ 167,053,524	\$ 51,929,715	\$ 6,183,529	\$ 32,508,772	\$ 8,943,192	\$ 3,141,602	\$ 269,760,334
EXPENDITURES												
General Government	\$ 7,965,103	\$ 15,000	\$ 711,200	\$ -	\$ -	\$ 8,691,303	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ 8,726,303
Public Safety	30,728,845	-	1,108,024	-	5,478,900	37,315,769	-	-	-	2,534,668	-	39,850,437
Community Services	4,381,384	-	-	-	-	4,381,384	-	-	-	40,110	-	4,421,494
Public Works	4,174,006	-	2,668,000	700,000	12,826,024	20,368,030	-	-	-	103,285	-	20,471,315
Culture and Recreation	9,534,921	-	22,000	-	6,689,279	16,246,200	-	-	-	372,500	603,700	17,222,400
Utilities	-	-	614,415	-	-	614,415	20,146,885	-	6,665,567	-	-	27,426,867
Debt Service	-	10,500,369	-	-	-	10,500,369	1,776,870	-	-	-	-	12,277,239
Transfers Out	3,492,183	-	215,076	1,050,000	-	4,757,259	9,105,134	760,910	-	-	65,000	14,688,303
TOTAL EXPENDITURES	\$ 60,276,442	\$ 10,515,369	\$ 5,338,715	\$ 1,750,000	\$ 24,994,203	\$ 102,874,729	\$ 31,028,889	\$ 760,910	\$ 6,665,567	\$ 3,085,563	\$ 668,700	\$ 145,084,358
NET INCOME/(LOSS)	\$ (3,442,402)	\$ (431,720)	\$ 319,286	\$ (1,565,000)	\$ (10,028,179)	\$ (15,148,016)	\$ (3,079,642)	\$ (480,910)	\$ 16,749,145	\$ 521,196	\$ 1,140,765	\$ (297,461)
ENDING FUND BALANCE	\$ 36,182,901	\$ 1,347,132	\$ 2,950,370	\$ 1,799,598	\$ 21,898,793	\$ 64,178,794	\$ 20,900,826	\$ 5,422,619	\$ 25,843,205	\$ 5,857,629	\$ 2,472,902	\$ 124,675,976



**Date:** 09/05/2023  
**Agenda Item #:** 6. E.  
**Department:** Development Services  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Fred Gibbs, Director of Development Services

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**AGENDA ITEM:**

Present, Discuss, and Consider Action on a **Developers Agreement between the Town of Little Elm and Kev King and Brighton King located at 15222 King Road, Little Elm, Texas, 75068.**

**DESCRIPTION:**

In 2002, the subject property was annexed into the Town which according to the attached aerials, one, maybe two buildings existed on the property. Since then, the property has expanded with a variety of warehouse type of uses in which most of them are considered nonconforming uses per our zoning ordinances. The property when it was annexed, was established with a zoning district of Light Commercial, however the uses that currently reside or that have been requested for the property, are not in compliance with our ordinances, which resulted in not issuing any permits or certificates of occupancy for any businesses. With that in mind, below is a list of items we had to overcome as part of the agreement.

1. Annexed in 2002 with Light Commercial zoning standards, however only one, maybe two buildings existed. These buildings and the future ones doesn't meet our development standards.
2. Most of the current uses are nonconforming per our zoning standards along with the Town's development standards such as landscaping, facades, dumpster enclosure, screening, building and fire codes, etc.
3. During one of the CO processes we discovered the property wasn't platted so that exercise needs to be completed prior to moving forward with permits or CO issuance.
4. In order to plat the property, it must meet the zoning ordinances which as stated above does not. The property would need a zoning change (Planned Development) to have compliance.
5. The development also doesn't meet all the current building and fire codes so that needed to be addressed as well.
6. The development currently didn't have any utilities hooked up, so we needed to find a solution for that as well.

Throughout the years, the property has primary been used as an office warehouse and other like uses. The Town is not completely sure how the facility was able to develop in such a way, but it has



been continued to operate with different users for a number of years. In effort to recognize those uses while at the same time come up with a plan to eventually bring it up to code via redevelopment in the region, the attached Developers Agreement attempts to help support that initiative. The reason for such an initiative, is to redevelop the King Road area to our standards as some other key developments have in the past. Below are some key components to the Developers Agreement that supports that initiative.

Added the uses below to accommodate the building layout and construction:

- Office/warehouse, with no outside storage. This is defined as a building primarily devoted to storage, warehousing, and distribution of goods, merchandise, supplies, and equipment. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas. Also referred to as “flex space.” It does not include outside storage.
- Office/showroom, with no outside storage. This is defined as a building that primarily consists of sales offices and sample display areas for products and/or services delivered or performed off-premises. Catalog and telephone sales facilities are examples. Incidental retail sales of products associated with the primary products and/or services are also permitted. Warehousing facilities shall not exceed 50 percent of the total floor area. This designation does not include contractor's shop and storage yard. It does not include outside storage.
- Warehouse/distribution center, with no outside storage. This is defined as a large facility used primarily for the storage of goods and may include an office incidental to the primary use, or an establishment engaged in the receipt, storage, and distribution of goods, products, cargo, and materials to retailers, wholesalers, agents, brokers, and/or to industrial, commercial, institutional, or professional business users and may include an office incidental to the primary use. It does not include outside storage.
- Contractor's Shop with no outside storage. This is defined as a facility for the contractor's office and the storage and maintenance of contractor's supplies and operational equipment, but without outside storage.
- Minor Automotive Services with no outside storage. This is defined as a daytime retail operation wherein the sale of minor automotive parts and accessories and the installation and sale of window tint, paintless dent repair, car wraps and other similar uses and services. This excludes the outdoor storage of vehicles awaiting or under repair.
- Business Service, with no outside storage. This is defined as establishments primarily engaged in providing off-site services not elsewhere classified to business enterprises on a fee contract basis. Examples include, but are not limited to, plumbing services, cleaning services, computer/equipment repair services with certain on-site storage needs such as fleet vehicles used to provide off-site services to customers. It does not include outside storage, which means that no fleet or other service vehicles may be parked at the premises unless it is clear that those parked vehicles are associated with the business, are clearly marked, and are parked close to the business.

Such existing uses by existing tenants, however, may not be expanded during the pendency of the planned development district zoning request. Further, should any tenants occupy a suite after the effective date of this Agreement that intends to continue such uses, or should any existing tenant expand upon or change any existing use, all such new or modified uses must be brought into compliance with all applicable Town codes. Developer agrees that any major automotive uses will be terminated and discontinued on the Property by not later than October 31, 2023.

The following use shall only be allowed through the issuance of a special use permit, which special use permit requirements shall be contained in the planned development district zoning on the Property:

- Contractor's Shop with outside storage. This is defined as a facility for the contractor's office and the storage and maintenance of contractor's supplies and operational equipment, but with outside storage as permitted by a special use permit.

If any of the uses set forth in this Section 2 (C) are in effect on the Property as of the date that this Agreement is approved by the Little Elm Town Council, such uses shall terminate upon the expiration of the tenant's current leases for such uses, which shall not extend beyond October 31, 2023, unless a special use permit for the use is granted by the Town.

Developer agrees that any tenant and/or lessee that proposes a use for any suite on the Property, for which the tenant and/or lessee is required to obtain a certificate of occupancy from the Town, will only be allowed by Developer to use the suite as a continuation of an allowed nonconforming use as listed in subsection B, above, or a use allowed in the Light Commercial Zoning District, until such time that the Property is rezoned through the planned development zoning process set forth in Section 3 of this Agreement, which zoning will then control the uses on the Property, and for which the Town may issue a non-temporary certificate of occupancy.

If a use specified in subsection B, above, for which a temporary certificate of occupancy has been issued, is discontinued for any period of time, and no new zoning has yet been established for the Property, Developer agrees that the uses made in the suite will be terminated and that all asserted grandfathered, legal nonconforming use rights, will cease to exist for that suite.

All new tenants (those who occupy a suite after the effective date of this Agreement), and all new expanded or new uses by current tenants, shall have no grandfathered, legal nonconforming use rights and such new tenant must fully comply with the Town's zoning and development standards.

Any current uses or tenants in the suites that are shown in the attached Exhibit A that exist prior to the effective date of this Agreement will be grandfathered up until the current use/tenant discontinues or vacates for any period of time of the suite. Any new uses/tenants or expansion of any grandfathering uses/tenants will have to follow the Town's zoning, subdivision and development standards.

The Parties have met and conferred on site at the Property with CWD, the Town's waste management provider. The current use of the property and placement of the dumpster for waste management purposes shall be sufficient for the Property until such time as the Planned Development Ordinance is enacted, which Ordinance shall govern dumpster placement and screening.

The Development agrees to ensure and continue to provide parking on the Property through a Planned Development rezoning for the uses contemplated for the Property at the parking ratios currently in place on the Property, which shall be set forth in the Planned Development Ordinance application.

The Developer agrees to plat the Property in compliance with this Agreement, and all applicable requirements of the Town's subdivision ordinance and, when approved, the planned development district ordinance.

The Developer agrees to connect to all Town utilities as required by the Town's subdivision ordinance and in accordance with the Letter issued by Matt Mueller to Developer on October 25, 2022, in regard to Public Utility and Drainage Easement. Town will extend Town Utilities to the

Property within six (6) months after the execution of this Agreement, provided that the Town has obtained all necessary easements to allow the extension of such utilities.

The Parties agree that any suite or building that has a current use by a current tenant allowed in Section B, above, will not be required to be retrofitted, repaired or replaced in order to meet current health, building, and fire code requirements unless it is to comply with a fire or hazardous substance concern of the Town's Fire Marshall which shall include, but is not necessarily limited to, updating the building/suites Knox boxes on site per the Fire Marshall's requirements, and striping the fire lanes. However, all new tenants (those who occupy a suite after the effective date of this Agreement), and all new expanded or new uses by current tenants, must meet all current health, building and fire code requirements.

The Developer agrees that for any future uses not currently operating on the Property, that suite or structure must meet the requirements of the Town's adopted technical codes that apply to the uses made on the Property including, but not necessarily limited to, the Town adopted versions of the International Building Code, International Fire Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, National Electrical Code, International Energy Conservation Code, and International- Property Maintenance Code and any additional applicable building codes that ensure the health, safety and welfare of the development.

If the Council approves the developers' agreement, the applicant must submit a Planned Development Application to be considered at the P&Z and City Council. The key elements and points to the developers' agreement, is basically if the same tenants and uses exist at the time this agreement is approved they are grandfathered, however if any new tenant or use comes in, they must comply with all Town's Codes. The property in question is number 2 on the king road property map.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff feels we have made our best effort to allow the property to function as it was constructed, however, at some point the Town needs to think about redevelopment in this area and this agreement allows that transition to happen timely.

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**Attachments**

Site Photo Timeline  
Developers Agreement  
King Road Properties

15222 King Road from 2001 to 2021 – Imagery from Google Earth

2001 pre-annexation



2003



2005



2009



2015



2017



2018



2021



## 15222 KING ROAD DEVELOPMENT AGREEMENT

This 15222 King Road Development Agreement ("**Agreement**") is entered into between the **TOWN OF LITTLE ELM, TEXAS** ("**Town**"), and Kev King and Brighton King (collectively "**Developer**"), to be effective on \_\_\_\_\_, 2023.

### SECTION 1

#### RECITALS

**WHEREAS**, the Development is the owner and/or developer of approximately 8.2 acres of real property with a street address of 15222 King Road located within the corporate limits of the Town ("**Property**") as depicted in *Exhibit A* attached hereto and incorporated herein by this reference for all purposes; and

**WHEREAS**, the Town is a home rule municipality of the State of Texas located within Denton County, Texas; and

**WHEREAS**, the Developer and the Town are sometimes collectively referenced in this Agreement as the "**Parties**" or, each individually, as a "**Party**"; and

**WHEREAS**, the Property was annexed by the Town into the Town's corporate limits in 2002, and subsequently zoned by the Town in 2003; and

**WHEREAS**, at the time of annexation of the Property, and at the time of zoning of the Property, the Property had some structures located on the Property, and some commercial and office warehouse uses were in operation on the Property; and

**WHEREAS**, Developer believes that the structures on the Property are legal; nonconforming structures and the uses currently operating on the Property are legal nonconforming uses; and

**WHEREAS**, the Town does not agree that all structures on the Property are legal nonconforming structures and that the uses currently operating are legal nonconforming uses; and

**WHEREAS**, the Town and the Developer have come to this Agreement, in order to determine going forward the rights and obligations for both Parties in regards to the status, use, and operation of the Property; and

**WHEREAS**, the Developer and the Town mutually desire to enter into this Agreement to provide for mutually agreeable uses for the Property, which uses the Town may, in its legislative discretion, implement through the enactment of a planned development zoning for the Property.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:



## SECTION 2

### GENERAL DEVELOPMENT AND USE PROVISIONS

The Parties agree to the following general development and use provisions for the Property:

- A. The Development agrees to remove the existing metal fencing from the Property and to provide landscaping, bushes, and trees along the frontage of King Road that complies with the Town's landscape ordinance, per Town approval via Site Plan or Landscaping Plan, within 60 days after the construction of the portion of King Road that fronts the Property is completed by the Town of Little Elm. No permit or application fee will be charged by the Town of Little Elm in connection with this paragraph.
- B. The Developer shall submit a zoning application for a planned development district which will allow for certain current uses on the Property (which uses and their precise locations are set forth in *Exhibit A*) to continue in whatever percentage or portion of the Development is existing, or which may occur in the future, which zoning will then control the uses of the Property, as well as those uses allowed in the City's light commercial zoning districts. Once this Agreement is approved, the Town of Little Elm shall issue temporary Certificates of Occupancy for certain uses on the Development as set forth below. These uses, which are not allowed in the Light Commercial district of Little Elm, but which shall be allowed to continue on the Property during the pendency of the planned development district zoning request, and which shall be requested as a part of the uses allowed by right on the planned development district for the Property, shall include the following uses (as such uses as defined in the Town's zoning ordinances):

Office/warehouse, with no outside storage. This is defined as a building primarily devoted to storage, warehousing, and distribution of goods, merchandise, supplies, and equipment. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas. Also referred to as "flex space." It does not include outside storage.

Office/showroom, with no outside storage. This is defined as a building that primarily consists of sales offices and sample display areas for products and/or services delivered or performed off-premises. Catalog and telephone sales facilities are examples. Incidental retail sales of products associated with the primary products and/or services are also permitted. Warehousing facilities shall not exceed 50 percent of the total floor area. This designation does not include contractor's shop and storage yard. It does not include outside storage.

Warehouse/distribution center, with no outside storage. This is defined as a large facility used primarily for the storage of goods and may include an office incidental to the primary use, or an establishment engaged in the receipt, storage, and

distribution of goods, products, cargo, and materials to retailers, wholesalers, agents, brokers, and/or to industrial, commercial, institutional, or professional business users and may include an office incidental to the primary use. It does not include outside storage.

Contractor's Shop with no outside storage. This is defined as a facility for the contractor's office and the storage and maintenance of contractor's supplies and operational equipment, but without outside storage.

Minor Automotive Services with no outside storage. This is defined as a daytime retail operation wherein the sale of minor automotive parts and accessories and the installation and sale of window tint, paintless dent repair, car wraps and other similar uses and services. This excludes the outdoor storage of vehicles awaiting or under repair.

Business Service, with no outside storage. This is defined as establishments primarily engaged in providing off-site services not elsewhere classified to business enterprises on a fee contract basis. Examples include, but are not limited to, plumbing services, cleaning services, computer/equipment repair services with certain on-site storage needs such as fleet vehicles used to provide off-site services to customers. It does not include outside storage, which means that no fleet or other service vehicles may be parked at the premises unless it is clear that those parked vehicles are associated with the business, are clearly marked, and are parked close to the business.

Such existing uses by existing tenants, however, may not be expanded during the pendency of the planned development district zoning request. Further, should any tenants occupy a suite after the effective date of this Agreement that intends to continue such uses, or should any existing tenant expand upon or change any existing use, all such new or modified uses must be brought into compliance with all applicable Town codes. Developer agrees that any major automotive uses will be terminated and discontinued on the Property by not later than October 31, 2023.

- C. The following use shall only be allowed through the issuance of a special use permit, which special use permit requirements shall be contained in the planned development district zoning on the Property:

Contractor's Shop with outside storage. This is defined as a facility for the contractor's office and the storage and maintenance of contractor's supplies and operational equipment, but with outside storage as permitted by a special use permit.

If any of the uses set forth in this Section 2 (C) are in effect on the Property as of the date that this Agreement is approved by the Little Elm Town Council, such uses shall terminate upon the expiration of the tenant's current leases for such uses, which shall

not extend beyond October 31, 2023, unless a special use permit for the use is granted by the Town.

- D. Developer agrees that any tenant and/or lessee that proposes a use for any suite on the Property, for which the tenant and/or lessee is required to obtain a certificate of occupancy from the Town, will only be allowed by Developer to use the suite as a continuation of an allowed nonconforming use as listed in subsection B, above, or a use allowed in the Light Commercial Zoning District, until such time that the Property is rezoned through the planned development zoning process set forth in Section 3 of this Agreement, which zoning will then control the uses on the Property, and for which the Town may issue a non-temporary certificate of occupancy.
- E. If a use specified in subsection B, above, for which a temporary certificate of occupancy has been issued, is discontinued for any period of time, and no new zoning has yet been established for the Property, Developer agrees that the uses made in the suite will be terminated and that all asserted grandfathered, legal nonconforming use rights, will cease to exist for that suite.
- F. All new tenants (those who occupy a suite after the effective date of this Agreement), and all new expanded or new uses by current tenants, shall have no grandfathered, legal nonconforming use rights and such new tenant must fully comply with the Town's zoning and development standards.
- G. Any current uses or tenants in the suites that are shown in the attached Exhibit A that exist prior to the effective date of this Agreement will be grandfathered up until the current use/tenant discontinues or vacates for any period of time of the suite. Any new uses/tenants or expansion of any grandfathering uses/tenants will have to follow the Town's zoning, subdivision and development standards.
- H. The Parties have met and conferred on site at the Property with CWD, the Town's waste management provider. The current use of the property and placement of the dumpster for waste management purposes shall be sufficient for the Property until such time as the Planned Development Ordinance is enacted, which Ordinance shall govern dumpster placement and screening.
- I. The Development agrees to ensure and continue to provide parking on the Property through a Planned Development rezoning for the uses contemplated for the Property at the parking ratios currently in place on the Property, which shall be set forth in the Planned Development Ordinance application.
- J. The Developer agrees to plat the Property in compliance with this Agreement, and all applicable requirements of the Town's subdivision ordinance and, when approved, the planned development district ordinance.
- K. The Developer agrees to connect to all Town utilities as required by the Town's subdivision ordinance and in accordance with the Letter issued by Matt Mueller to



Developer on October 25, 2022 in regards to Public Utility and Drainage Easement. Town will extend Town Utilities to the Property within six (6) months after the execution of this Agreement, provided that the Town has obtained all necessary easements to allow the extension of such utilities.

- L. The Parties agree that any suite or building that has a current use by a current tenant allowed in Section B, above, will not be required to be retrofitted, repaired or replaced in order to meet current health, building, and fire code requirements unless it is to comply with a fire or hazardous substance concern of the Town's Fire Marshall which shall include, but is not necessarily limited to, updating the building/suites Knox boxes on site per the Fire Marshall's requirements, and striping the fire lanes. However, all new tenants (those who occupy a suite after the effective date of this Agreement), and all new expanded or new uses by current tenants, must meet all current health, building and fire code requirements.
- M. The Developer agrees that for any future uses not currently operating on the Property, that suite or structure must meet the requirements of the Town's adopted technical codes that apply to the uses made on the Property including, but not necessarily limited to, the Town adopted versions of the International Building Code, International Fire Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, National Electrical Code, International Energy Conservation Code, and International- Property Maintenance Code and any additional applicable building codes that ensure the health, safety and welfare of the development.

### SECTION 3

#### ZONING

The Parties agree that the applicable provisions of this Agreement memorialize the plan for development and use of the Property. The Town agrees that it shall promptly consider zoning the Property as a planned development district consistent with the applicable provisions of this Agreement upon approval of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Agreement. Nothing in this Section, however, is intended to constitute a delegation or contracting away of the governmental authority of the Town to zone, or to determine appropriate zoning, and the Town reserves the right, at all times, to control the zoning process for the Property that is to be zoned as a planned development district.

### SECTION 4

#### MISCELLANEOUS

- A. **Compliance with Town Regulations.** Unless otherwise provided for in this Agreement, the Developer agrees that the use of the Property shall be in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to

such construction in the future (“**Town Regulations**”). In the event of a conflict between the terms of this Agreement and the Town Regulations, the terms of this Agreement shall control. All land uses, unless defined to the contrary in this Agreement, shall have the meaning ascribed to them in the Town’s zoning ordinance.

- B. **Default/Mediation**. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.
- C. **Termination**. If the City fails to amend its zoning ordinance and establish a planned development district on the Property in conformity with this Agreement, this Agreement shall terminate upon the failure of a passage of the zoning ordinance by the Town Council, or in six months’ time, whichever date comes first.
- D. **Venue**. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.
- E. **Relationship of Parties**. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.
- F. **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- G. **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in

addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

- H. **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- I. **Surviving Rights.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.
- J. **Applicable Laws.** This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.
- K. **Authority to Execute.** The undersigned officers and/or agents of the Parties hereto are the property authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.
- L. **Amendments.** This Agreement may be only amended or altered by written instrument signed by the Parties.
- M. **Headings.** The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.
- N. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.
- O. **Notification of Sale or Transfer; Assignment of Agreement.** The Developer may, with written notice but without consent by the Town, assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Assignee"). Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party

will be released from any rights and obligations under this Agreement, effective upon receipt of the assignment by the Town. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment. The Developer shall maintain true and correct copies of all assignments made by the Developer to Assignees, including a copy of each executed assignment and the Assignee's notice information.

- P. **Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.
- Q. **Exactions/Infrastructure Costs.** The Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise the Developer, regarding the Developer's rights under Texas and federal law. The Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement, if any, are roughly proportional or roughly proportionate to the proposed development's anticipated impact. The Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with §212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, the Developer hereby releases the Town from any and all liability under §212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement. This release does not include any future requests or exactions by the Town not specified in this Agreement.
- R. **Rough Proportionality.** The Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. The Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed this Agreement. This waiver and release does not include any future requests or exactions by the Town not specified in this Agreement.
- S. **Non-Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the Company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract



on behalf of the Developer verifies by the Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract.

- T. **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- U. **Prohibition of Contracts with Certain Companies.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that the Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- V. **Verification Against Discrimination of Firearms or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- W. **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

*[Signature Pages to Follow]*

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_  
Name: Curtis J. Cornelious  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Caitlin Biggs  
Title: Town Secretary  
Date: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023 by Curtis J. Cornelious, the Mayor of the Town of Little Elm, Texas, on behalf of the Town.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name printed or typed

My Commission Expires: \_\_\_\_\_

**DEVELOPER:**

By: K. Mehdizadeh  
Name: KAMRAN MEHDIZADEH  
Title: Managing Member  
Date: 8/7/23

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Texas \_\_\_\_\_, on behalf of said company.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name printed or typed

My Commission Expires: \_\_\_\_\_

*See attached  
Notary Seal  
8-8-23*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

On August 8, 2023 before me, Gina Elizabeth Cupp Notary Public  
(insert name and title of the officer)

personally appeared Kamran Mehdizadeh  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

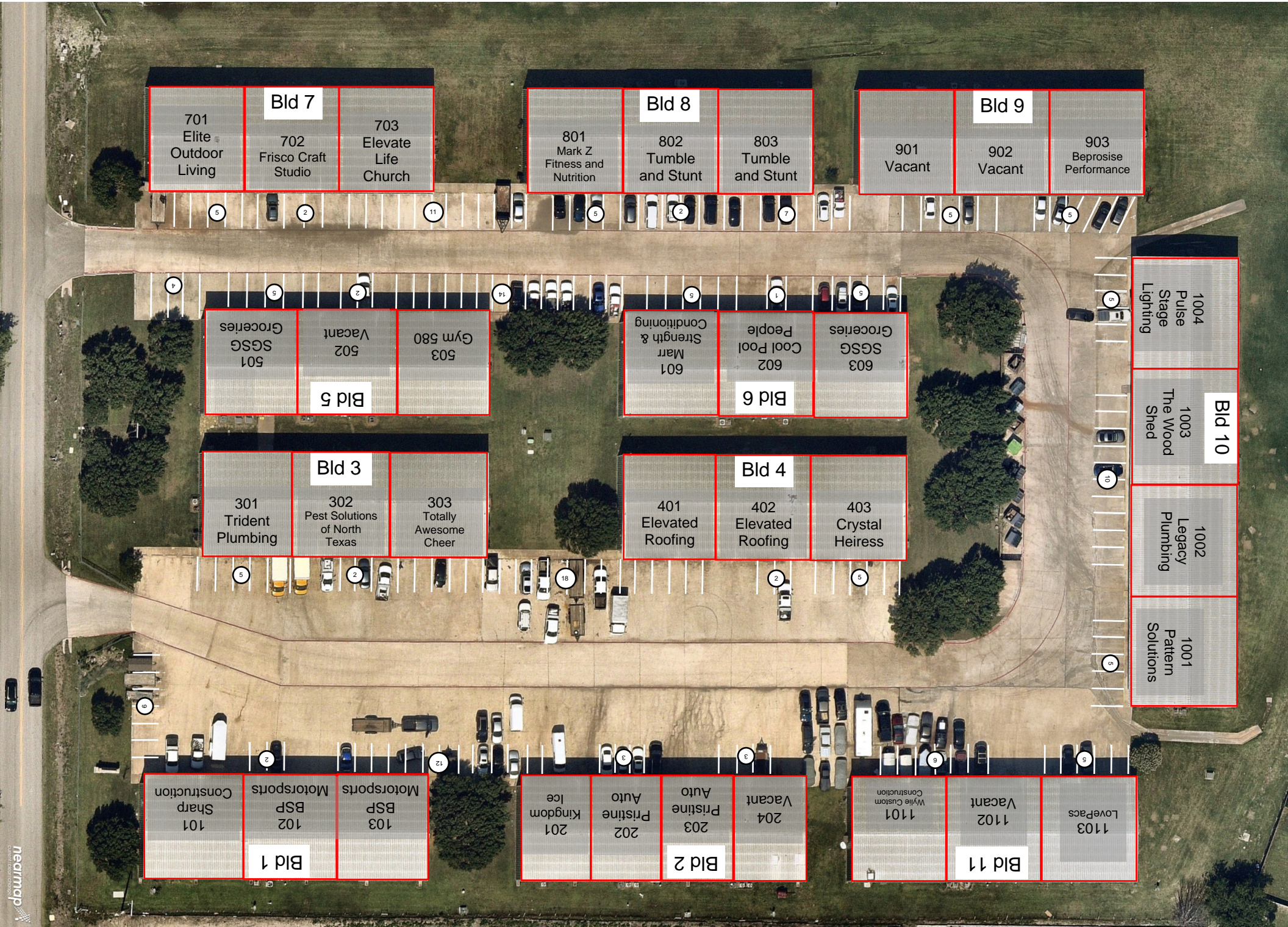
Gina Elizabeth Cupp (Seal)





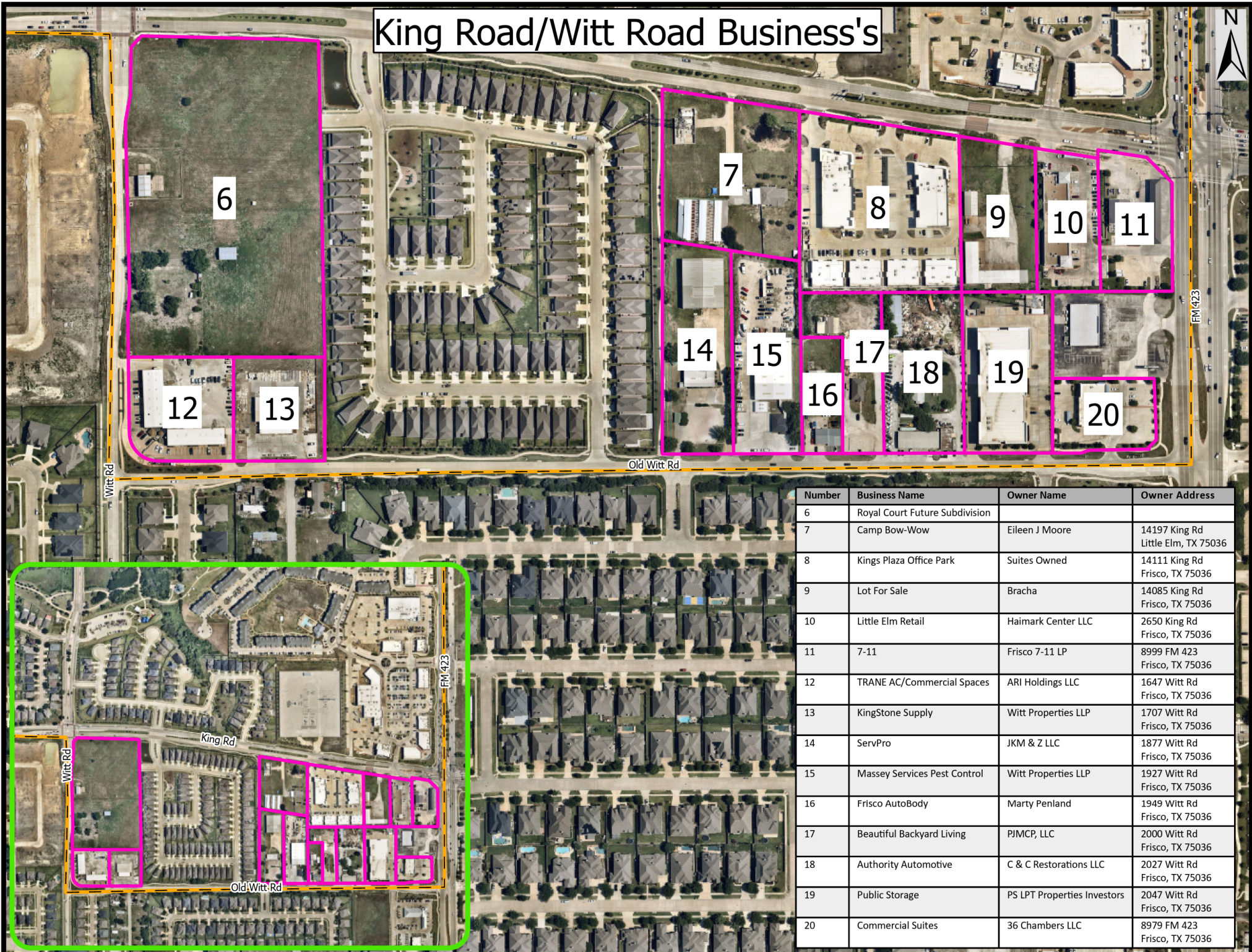
***EXHIBIT A – LIST OF ALL CURRENT LAND USES AND THEIR LOCATIONS***







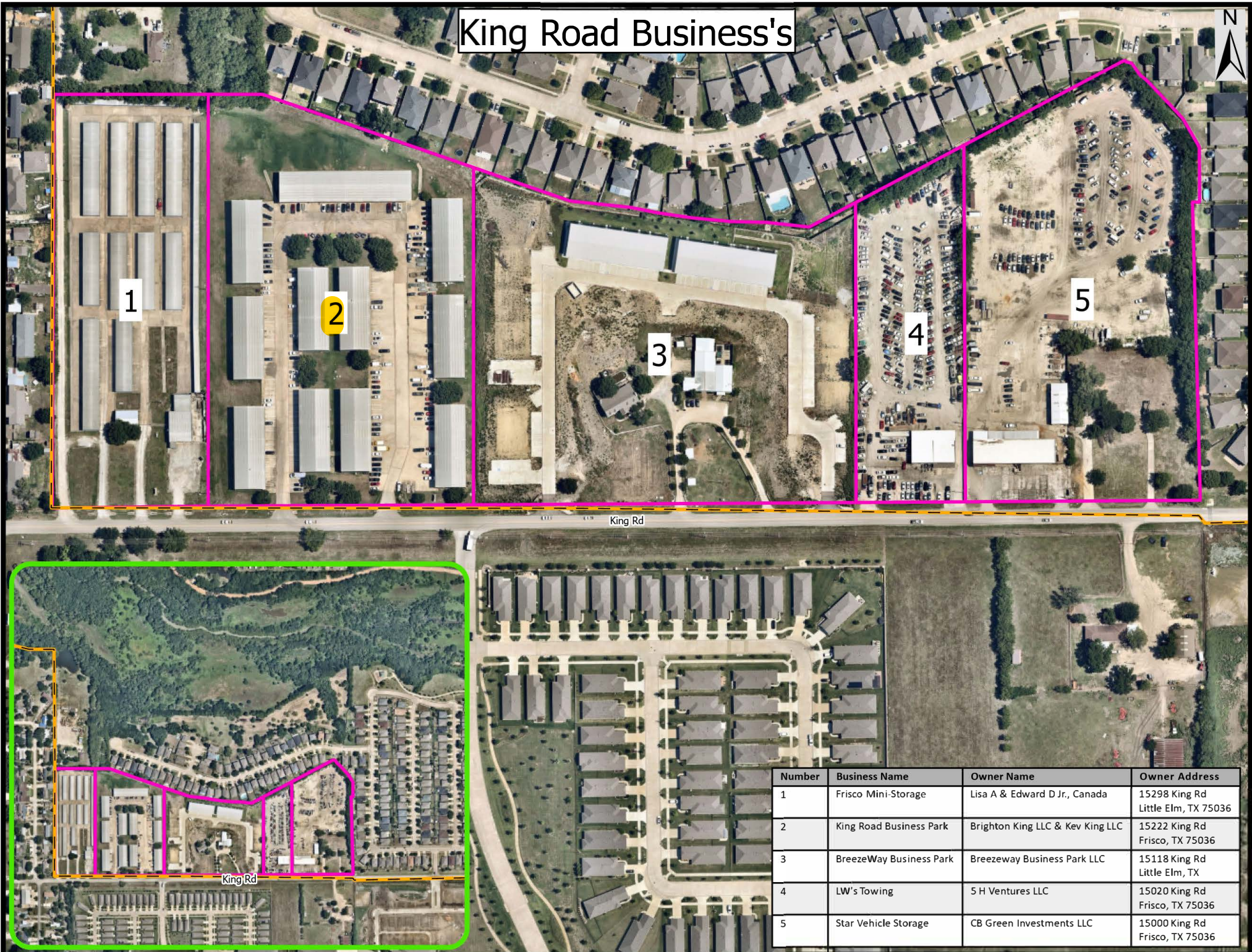
# King Road/Witt Road Business's



Number	Business Name	Owner Name	Owner Address
6	Royal Court Future Subdivision		
7	Camp Bow-Wow	Eileen J Moore	14197 King Rd Little Elm, TX 75036
8	Kings Plaza Office Park	Suites Owned	14111 King Rd Frisco, TX 75036
9	Lot For Sale	Bracha	14085 King Rd Frisco, TX 75036
10	Little Elm Retail	Haimark Center LLC	2650 King Rd Frisco, TX 75036
11	7-11	Frisco 7-11 LP	8999 FM 423 Frisco, TX 75036
12	TRANE AC/Commercial Spaces	ARI Holdings LLC	1647 Witt Rd Frisco, TX 75036
13	KingStone Supply	Witt Properties LLP	1707 Witt Rd Frisco, TX 75036
14	ServPro	JKM & Z LLC	1877 Witt Rd Frisco, TX 75036
15	Massey Services Pest Control	Witt Properties LLP	1927 Witt Rd Frisco, TX 75036
16	Frisco AutoBody	Marty Penland	1949 Witt Rd Frisco, TX 75036
17	Beautiful Backyard Living	PJMCP, LLC	2000 Witt Rd Frisco, TX 75036
18	Authority Automotive	C & C Restorations LLC	2027 Witt Rd Frisco, TX 75036
19	Public Storage	PS LPT Properties Investors	2047 Witt Rd Frisco, TX 75036
20	Commercial Suites	36 Chambers LLC	8979 FM 423 Frisco, TX 75036



# King Road Business's



Number	Business Name	Owner Name	Owner Address
1	Frisco Mini-Storage	Lisa A & Edward D Jr., Canada	15298 King Rd Little Elm, TX 75036
2	King Road Business Park	Brighton King LLC & Kev King LLC	15222 King Rd Frisco, TX 75036
3	BreezeWay Business Park	Breezeway Business Park LLC	15118 King Rd Little Elm, TX
4	LW's Towing	S H Ventures LLC	15020 King Rd Frisco, TX 75036
5	Star Vehicle Storage	CB Green Investments LLC	15000 King Rd Frisco, TX 75036